Waterbury Board of Education

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

MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: June 5, 2024

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, June 6, 2024, Gilmartin School

The Committees of the Board of Education will meet on Thursday, June 6, 2024, 5:30 p.m., Gilmartin School, 94 Spring Lake Road, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/y9p3onMjxkE.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

INTERIM PRINCIPAL'S REPORT ~ Laura Curley-Colon

1. *Committee of the Whole/5 minutes* ~ School Governance/Family Engagement Report – Q. Brown-Coles.

2. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with Area Cooperative Educational Services Corporation (ACES) for LEAP (Learner Engagement Attendance Program) Administration – Q. Brown-Coles.

3. *Committee of the Whole/5 minutes* ~ Summer Learning Experiences 2024 – J. Frenis.

4. *Committee of the Whole/5 minutes* ~ Request approval of Understanding/Program Acknowledgement with the Connecticut Military Department for STARBASE CT Program– K. Nizzardo, J. Frenis.

5. *Committee on Finance/5 minutes* ~ Request approval of a Professional Services Agreement with Milestone C, LLC (RFP #8009) for standards based STEM curriculum – J. Frenis, M. Merati.

6. *Committee on Finance/5 minutes* ~ Request approval of an Agreement with the following for special education programs for students – W. Johns:
   a) Adelbrook Inc.
   b) Boys and Girls Village Inc.
   c) Cooperative Education Services (CES)
   d) Capitol Region Education Council (CREC)
   e) FTN CT Holdings, LLC dba Solterra Academy
   f) The Connecticut Institute for the Blind (Oak Hill)- OOD Spec. Ed Placement
   g) University of St. Joseph- Gengras Center
   h) Wheeler Clinic

7. *Committee on Finance/2 minutes* ~ Request approval Construction Contract with Richards Corporation for Portico Replacement at Bunker Hill Elementary School (RFP #8092) – N. Albini.

8. *Committee on Finance/2 minutes* ~ Request approval Amendment One (1) to the Professional Services Agreement with H.F. Lenz Company (RFP #7249) for architectural/ engineering design services for assessment of mechanical system alterations for the Waterbury Arts Magnet School (WAMS) and the Palace Theatre – N. Albini.

9. *Committee on Finance/2 minutes* ~ Request approval Amendment Five (5) to the Professional Services Agreement with Kingsley Enterprises, LLC (RFP #7226) for fitness center equipment, installation and training – N. Albini.

10. *Committee on Policy & Legislation/10 minutes* ~ Request approval of the following discussed and reviewed at the 6/3/24 Policy & Legislation Committee – Chair Brown:
    a) Revised Policy #1250-School Visitors.
    b) Revised Policy #4112.5-Security Check/Fingerprinting.
    c) Revised Policy #4112.52-Security Check/Fingerprinting – Criminal History Record Information.
    d) Revised Policy #5111-Admission (PA23-208).
    e) Revised Policy #5112-Ages of Attendance (PA23-208).
    f) Revised Policy #5131.81-Electronic Device.
    g) Revised Policy #5141.5-Suicide Prevention-Intervention (PA23-167).
    h) Revised Policy #6148-FAFSA Completion (PA23-204).

11. *Committee on Finance/5 minutes:*
    a) FYI - ARP/ESSER Update – D. Biolo.
    b) FYI - Monthly Expenditure Report for April – D. Biolo.

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

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

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

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

    a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
Levasseur, Armand	Flag Football Coach	Wallace	05/03/24
O'Toole, John	Assistant Volleyball Coach	WCA	08/15/24

    b. Grant funded appointments:

Name	*Position/ Location*	*FT/PT*	*Rate*	*Union*	*Funding*	*Effective*
Labbe, Melissa	Secretary 2 WAMS	FT	$ 17.43/hr	UPSEU 69	I-D Magnet WAMS 23-24	05/23/24
Morales Zaragoza, Ilene	Magnet School Specialist/WAMS	FT	$18/hr	F UPSEU 69	I-D Magnet WAMS 23-24	05/28/24

    c. Summer School appointments:

Name	*Position/Program*	*Location*
Alvardo, Stephany	Kindergarten/EAS	Gilmartin
Crespo, Brianna	Grade 5/EAS	W. Cross
Carangelo, Casey	SEL/EAS Middle School	DW
Dapra, Catherin	Math/EAS Middle School	DW
Monegro, Jessica	Substitute/EAS	W. Cross
Royka, Samantha	Grade 3/EAS	Duggan

Bayliss, Michelle	ELA/Early College High Summer	CHS
Munoz, Angela	Science/Early College High Summer	CHS
Purnawasi, Muniram	Math/Early College High Summer	CHS
Burrus, John	Hall Monitor/High School Credit Recovery	DW
Gibson, Patrick	Hall Monitor/High School Credit Recovery	DW
Plourde, Malerie	Secretary/High School Credit Recovery	DW
Punter, Keisha	Hall Monitor/High School Credit Recovery	DW
Burris, John	Student Behaviorist/Encore Summer	WAMS
Leblanc, Danielle	Theater/Encore Summer	WAMS
Magliaro, Alicia	Theater/Encore Summer	WAMS
Maxen, Heather	Visual Arts/Ceramics/Encore Summer	WAMS
Scalzo, Tim	Lighting & Sound Technician/Encore Summer	WAMS
Schulte, Scott	Theater/Encore Summer	WAMS
Vagnini Dadamo, Marianna	Theater/Encore Summer	WAMS

d. Extended School Year (ESY) appointments

Teachers			*Paras*	
Bell	Teresa		Abel-Lezama	Alita
Bleau	Lisa		Alonso	Miriam
Boampong	Christine		Bermudez	Jarielitza
Burke	Heather		Betancourt	Crystal
Capobianco	Olivia		Blasl	Alissa
Cleary	Kelly		Cruz	Deanna
Cocchiola McGuigan	Kaitlyn		Cruz	Veronica
Delano	Teresa		Danzot	Keyla
DiLonardo	Rachel		Davis	Brittany
Felton	Margaret		Delgado	Joel
Frigo	Mark		Diaz	Mildred
Gonzalez	Krystle		Forino	Sophia
Grendzinski	Katie		Gez	Gabrielle
Hart	Rebecca		Graham	Doreen
Hibbert	Alethia		Hyke	Ornela
Hulteen	Lisa		Ismaili	Nermin
Kowal	Michelle		Johnson	Ferba
Mancini	Laure-Lyne		Johnson	Julia
Marchetti	Michele		Johnson	Stephanie
Piccolo	Carla		Jones	Courtney
Rinaldi	Joseph		Lewis	Mi'Nasia
Rupe	Michele		Martinez	Joseph
Schaefer	Courtney		McCombs	Lisa
Scrivano	Cynthia		Perniciaro	Laura
Taylor	Jamie		Perniciaro	Sarah
Velez	Kaitlyn		Rodriguez	Arwen
Walker	Ivy		Shanahan-Petitti	Brittany
			Toucet III	Celestino
			Ventura	Debra
			Washington	Eriana
Long Term Paras *Substitute Teachers*			*Support Staff*	
Cacho-Zuniga	Lurbin		Bandurski	Andrew
Dowdell	Angelia		Fay	Heidi
Grossman	Melissa		Hunt	Scott
Hage	George		Krampitz	Paula
Padua	Maria		Lopez	Xylia
Silver	Sarah		Masayda	Rebecca
Sylvester	Christiana		McAlinden	Patricia
Teal	Amanda		Sonnenschein	Esther
			Torres-Dozier	Bianca
			Zamora	Angel

e. Miscellaneous Summer appointments:

Name	*Program/Position*
Bayliss, Michelle	Summer Advisory
Betjemann, Eva	Summer Advisory

Kulesza, Kimberly	Summer Advisory
Magnavice, Jennifer	Summer Advisory
Moutinho, Ashley	Summer Advisory
Murtaza, Saima	Summer Advisory
Perkins, Christopher	Summer Advisory
Poulter, Kara	Summer Advisory
Desjardins, Melissa	School Counseling Summer Curriculum Committee
Ferrari, Lindsay	School Counseling Summer Curriculum Committee
Mikaiel, Tagrid	School Counseling Summer Curriculum Committee
Moutinho, Ashley	School Counseling Summer Curriculum Committee
Poulter, Craig	School Counseling Summer Curriculum Committee
Stellmach, Caryn	School Counseling Summer Curriculum Committee
Vernon, Tavoyah	School Counseling Summer Curriculum Committee
Westerville, Jennifer	School Counseling Summer Curriculum Committee

f Food Service Summer appointments:

Employee	*Positions*	*Site-Location*
Sherl Knight	Site Supervisor	Bags Foundation
Terri Reis	Site Supervisor	Boys/Girls Club
Sylvia Lebron	Site Supervisor	Bucks Hill Annex
Marcelina Ramos	Site Supervisor	Carrington
Barbara Slogeris	Site Supervisor	Carrington
Carmen Gonzalez	Site Supervisor	Carrington
Elizabeth Guisto	Site Supervisor	Duggan
Terri Brooks	Site Supervisor	Duggan
Bibi Ganesh	Site Supervisor	Duggan
Ellie Destafano	Site Supervisor	Generali
Agnelys Negron	Site Supervisor	Generali
Wanda Torres	Site Supervisor	Gilmartin
Monica Ramos	Site Supervisor	Gilmartin
Lubna Azam	Site Supervisor	Kennedy
Sue Lugo	Site Supervisor	Reed
Nola Santiago	Site Supervisor	Reed
Diane Santopietro	Site Supervisor	Reed
Ivelisse Conception	Site Supervisor	Rivera Memorial
Caroline Thorpe	Site Supervisor	Rotella Magnet School
Mamie Parker	Site Supervisor	Rotella Magnet School
Donna Synott-Hassinger	Site Supervisor	Waterbury Pal
Diane Martone	Site Supervisor	Wendell Cross
Bernadette Donnally	Site Supervisor	Wendell Cross
Maria Rivera	Site Supervisor	West Side M.S.
Marcelina Visciano	Site Supervisor	West Side M.S.
Rosa Quinonez	Site Supervisor	West Side M.S.
Agnes Colon	Site Supervisor	West Side M.S.
Kim Plude	Site Supervisor	Wilby/North End M.S.
Myra Acuna	Site Supervisor	Wilby/North End M.S.
Paula Mucci	Site Supervisor	Wilby/North End M.S.
Hayat Abouanni	Site Supervisor	Wilby/North End M.S.
Yesenia Martorony	Site Supervisor	Willow Plaza
Seritha Anglin	Site Supervisor	WOW
Maria Rego	Monitor	Gilmartin
Patricia Lowe	Monitor	Gilmartin
Amy Daugerdas	Monitor	WCA
Elaine Lepore	Monitor	WCA
Linda Generali	Prep	WCA
Terra Saunders	Prep	WCA
Mandi Dreher	Prep/Site Supervisor	WCA/Wendell Cross
Chasity Hernandez	Prep	WCA
Tasha Curry	Prep	WCA
Alice Pinto	Prep	Gilmartin
Robin Capozio	Prep	Gilmartin
Maria Sceteros	Prep	Gilmartin
Donna Ward	Prep	Gilmartin
Zara Morales	Prep	Gilmartin
Debbie Finke	Program Manager	Gilmartin
Isabel DeSousa	Program Coordinator	Gilmartin

g. Resignations/Non-renewals:

Name	*Assignment*	*Effective*
Maxson, Holly	Fine Arts Curriculum Supervisor	06/26/24
Bhatnagar, Sonali	Library Media Specialist/Reed	06/12/24
Garafola, Denise	Special Education/Generali (retiree)	06/30/24
Walsh, Sharon	Acting director of Special Services (retiree)	06/30/24

h. Retirements:

Name	*Assignment*	*Effective*
Vilardo, Maria	Social Studies/CHS	06/30/24

EXECUTIVE SESSION

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk
Board of Education

#1

WATERBURY
PUBLIC SCHOOLS

Family and Community Engagement

Quineshia Brown-Coles, LMSW
WPS F.A.C.E Manager

The WPS Welcome Center

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

- Located Centrally at 185 South Main Street within One Jefferson Square First Floor
- Helps parents become fully engaged in their child’s education, by providing resources while also working closely with Schools, Central Office, and City Departments.
- One-stop location for families looking for information on the Waterbury Public Schools and/or community resources

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Welcome Center

Centro de Bem-Vindo | Centro de Bienvenida | Qendra Mirë se Vini

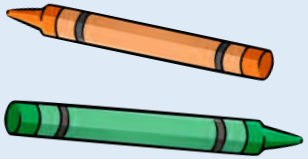
What's here? | ¿Que hay aquí? | O que há aqui? | Çfarë ka këtu?

Family Community & Engagement | Comunidad familiar y participación | Comunidade familiar e envolvimento | Komuniteti dhe Angazhimi Familjar

Records | Registros | Të dhënat

Registration | Registro | Cadastro | Regjistrimi

Transportation | Transporte | Transporti



McKinney-Vento Program | Programa McKinney-Vento | Programi McKinney-Vento

Bilingual Testing | Pruebas bilingües | Teste bilíngue | Testimi dygjuhësh

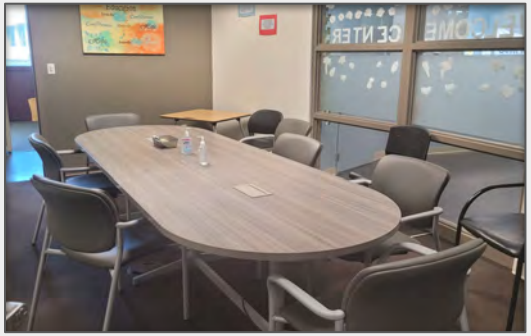
WATERBURY PUBLIC SCHOOLS

Contact Us /Contacta con nosotras/Contate-nos/Na kontaktoni

E-mail/Correo electrónico | Phone/Teléfono/Telefone/Telefoni | Fax/Faks

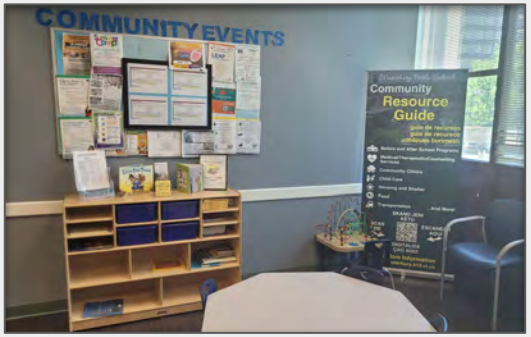
welcome@waterbury.k12.ct.us | 203.346.3511 | 203.346.6168

The WPS Welcome Center

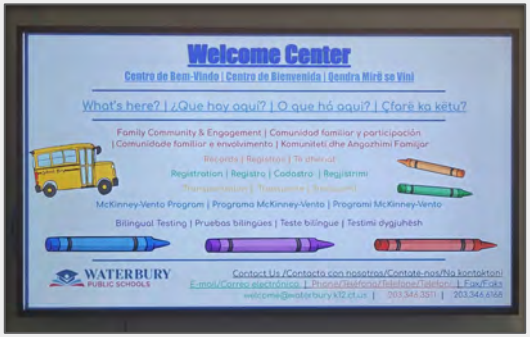


Conference Room

Child-Friendly Waiting Room



Community Resource Board



Television of useful information

Parent Liaisons

Supports Families & Teachers

- Engage Families in joint decision making and in-home learning activities. Support teacher outreach.

Assist in Making Connections

- Facilitate referrals to community resources for families in need.

Build Relationships

- Promote student achievement as local businesses and families invest time, knowledge, and resources through the school district while developing deeper community partnerships.

Photo taken with Parent Liaisons at 2023 CREC Conference

Empowerment to Engage

- Inform families of opportunities for engagement and/or involvement; offering opportunities for teamwork and partnership.

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Community Days

Community Day Meetings provide helpful information to families concerning the school and the community in a relaxed, fun, and educational setting

Each community meeting is different based on the needs of that community.

Food, transportation and presentations help the event to be most informative.

Community Day

October 4, 2023

- THEME: ATTENDANCE
- ESTIMATED ATTENDEES 500+
- 12 SCHOOLS - 10 PARENT LIAISONS
- PRESENTATIONS: NEMS ATTENDANCE COUNSELOR, ZUMBA, RIVERA & HUGHES SOUTHEND CHEERLEADERS
- 30 VENDORS - PRIMARILY CHILDREN'S PROGRAMS & HEALTH CARE ORGANIZATIONS
- WTNH FEATURED THE EVENT

WATERBURY PUBLIC SCHOOLS

Community Day

May 22, 2024

- THEME: ATTENDANCE AND DIVERSITY
- ESTIMATED ATTENDEES 46 FAMILIES REGISTERED
- 9 SCHOOLS
- PRESENTATIONS: ZUMBA, HEALTH DEPT, UNIVERSITY OF BRIDGEPORT STEM BUS
- 21 VENDORS - PRIMARILY CHILDREN'S PROGRAMS & HEALTH CARE ORGANIZATIONS, JOB SECURITY, IMMIGRATION INFORMATION

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School Governance Council

CONNECTICUT STATE DEPARTMENT OF EDUCATION

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

The membership of SGCs

Elementary and Middle School

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

High School SGCs

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

Self reported SGC wins this Year

- Student participants gave recommendations that we implemented, feedback on school improvement plan, Governance feedback helped to develop our new pathways at WAMS.
- Raised over $6,000 to support Leukemia and Lymphoma Society with the help of State Representative Michael Digiovancarlo.
- Developed a PTO which we haven't had in a few years. We have 8 families who are actively involved.
- Attendance initiatives were developed for the school-wide community. We had a large turnout for several parent engagement events that included our Chalk Art and Sweet Start Back to School event and our Special Persons Day. We had over 150 attendees for each event.
- Family Nights were a huge success and supported by SGC
- New members elected this year!

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F.O.C.U.S

Families Offering Critical Unbiased Solutions

FOCUS has been created in an effort to offer parents, guardians and families the opportunity to have a voice in our school communities. Through FOCUS, the bridge between home, school, and district is created and sustained through surveying, communication, resolution, and implementation. In understanding that Parental Involvement is key to students' success, an emphasis on engagement, communication, and consistent advisement is the basis and foundation upon which FOCUS was established.

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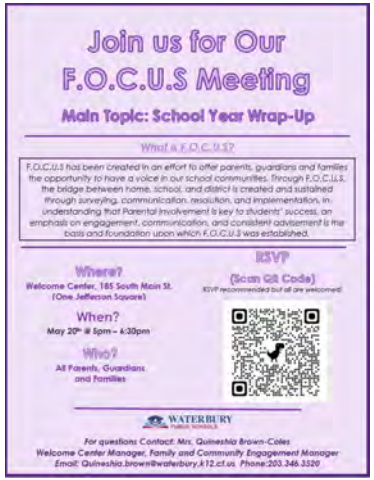
F.O.C.U.S Meetings



Past Topics included:

- First Meeting of the Year
- Parents & Caregivers (SPED)
- Kindergarten Registration
- School Year Wrap Up

Past Collaborations

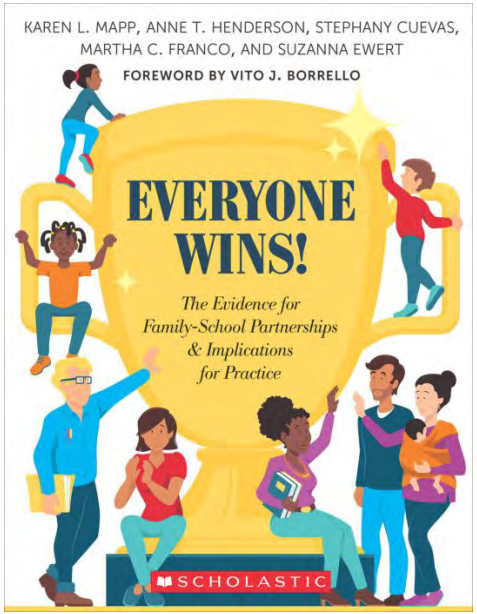
- Bridge to Success
- P.O.W (Parents of Waterbury)
- WPS School Registration Dept.
- WPS Pupil Services w/ Wendy Johns

CT Family School Partnerships (CFSP)

WPS continues to partner with Capitol Region Education Council (CREC) as a member of CT Family School Partnerships (CFSP). This partnership continues to provide high impact family engagement trainings.

We are in year two of our partnership. The FACE manager attended a Relational Learning Retreat in Santa Fe, New Mexico, and also attended the monthly Community of Practice (COP).

From this retreat, The FACE Manager assisted Parent Liaisons in honing in on the importance of the "Relationship First" approach; our theme for the year. Partnering with parents in an effort to encourage engagement and involvement is critical. The book "Everyone Wins" by Ann Henderson, a facilitator of the Community of Practice, was also purchased for all Liaisons to offer a deeper framework for the work being implemented.



WATERBURY PUBLIC SCHOOLS

Parent Teacher Home Visits

Through CFSP we were also awarded the PTHV grant for 4 schools: Duggan, Kingsbury, Wilson, and Reed

Through this grant, a maximum of 20 families per school would receive a maximum of 2 visits from PTHV educators by the June 2024 deadline. Uniquely, Duggan and Reed are K-8 schools, offering staff the opportunity to provide a larger range of visits to multiple grade and school levels. The overall goals and objectives for the four proposed participating schools was to first build relationships and then to offer support to students to attend school consistently. Presently 130 visits have been made, with hopes that the remaining 30 will be completed by 6/10/2024

Testimonials:

" As this year is winding down and we are finishing up our last few home visits, I wanted to express what a wonderful program this is. I have been teaching over 30 years and have never felt so connected to parents, I have gained a deeper appreciation and understanding for our families and the deep connections I have made with these families are truly a wonderful. Thank you so very much for this opportunity"

-Duggan School PTHV Educator

"I learned lots of valuable information that we plan on sharing with our colleagues in order to continue to build our connection with our students and their families."

-Wilson School PTHV Educator

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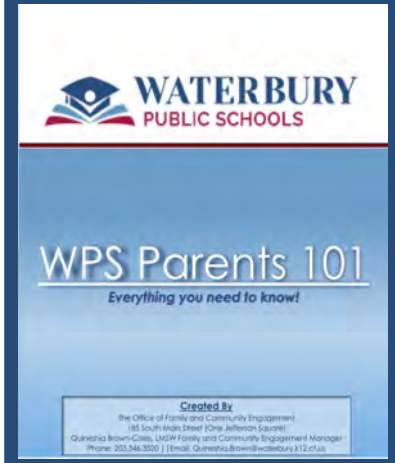
Resources

- Community Resource Guide
  - *Also found on the website!*
- Parent 101 Guide!



Parents 101 Guide!

Ease of access to:

- School Calendar
- Uniform requirements
- Policies:
  - Attendance
  - Family engagement
- District Student Handbook

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Relationship begins with Communication

Further Questions, Comments or Concerns?

Scan the QR Code for
my virtual business card:

WATERBURY
PUBLIC SCHOOLS

Quineshia Brown-Coles
Family Community Engagement Manager
(203) 346-3520
Quineshia.brown@waterbury.k12.ct.us

#2

MEMORANDUM

TO: Board of Education

FROM: Quineshia Brown-Coles, Family & Community Engagement Manager

DATE: May 22, 2024

RE: Executive Summary

EXECUTIVE SUMMARY

The Waterbury Public Schools respectfully requests your approval of a no cost contract amendment to the Professional Services Agreement with Area Cooperative Educational Services, or ACES, to serve as the fiduciary Manager for the Learner Engagement and Attendance Program, also known as LEAP. ACES will be instrumental in the hiring, onboarding, and payroll for all LEAP staff, including the City Coordinator, City Team Leader, Team Leaders, and Engagement Specialists. The program is being funded in one lump sum of $800,000 by the Connecticut Department of Education's ARPA grant.

Waterbury Public Schools previously established an agreement with ACES identifying June 2024 as the end of The LEAP grant; however, per the Connecticut State Department of Education, grant funds are able to be expended by December 31, 2024. The district will continue to implement a student engagement plan to guide district efforts to increase student achievement through intentional relationship focused home visitations with related supports and services at the seven previously identified schools. Our goal, and desired outcome, is to improve the attendance of those students that are most vulnerable and chronically absent so that they can productively return to their learning communities as successful learners.

Sincerely,
Quineshia Brown-Coles
Quineshia Brown-Coles, MSW
Family and Community Engagement Manager

Amendment 1

to

PROFESSIONAL SERVICES AGREEMENT

For

LEAP Program Administration

between

The City of Waterbury, Connecticut

and

Area Cooperative Educational Services Corporation (ACES)

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 AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION ("ACES" or the "Contractor"), a Connecticut corporation located at 350 State Street, North Haven, Connecticut.

WHEREAS, the parties hereto entered into a Professional Services Agreement for fiduciary agent and administration support with respect to the Waterbury Public Schools Learner Engagement Attendance Program ("LEAP") 2.0 Grant program, executed by the Mayor of the City of Waterbury on April 12, 2023 ("Agreement"); and

WHEREAS, the parties wish to amend said Agreement to extend the term of the Agreement to December 31, 2024, as set forth herein.

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

1. Section 5 "Contract Time" shall be amended as follows:

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). All work defined within the Scope of Work governing this Contract shall be completed no later than December 31, 2024.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

2. **All other terms, conditions and provisions of the Agreement dated April 12, 2023 remain in full force and effect and binding upon the parties.**

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment 1 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Megan Graham
5/1/24 Megan Graham

AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION

By:_____

Its : Tim Howes, Deputy Excutive Director

Date: 5/2/24

CORPORATE RESOLUTION

I, Dee Colson, hereby certify that I am the duly elected and acting Secretary of Area Cooperative Educational 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 corporation duly held on the 12th day of May, 2022.

"It is hereby resolved that the Deputy Executive Director, Tim Howes is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Area Cooperative Educational Services corporation this 2nd day of May, 2024.

Dee Colson

Secretary

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Quineshia Brown-Coles, Family Community Engagement Manager

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request – Amendment #1 to Professional Services Agreement with Area Cooperative Educational Services (ACES) for LEAP Program Administration

Date: April 22, 2024

I have reviewed the attached memo provided by Quineshia Brown-Coles, Family Community Engagement Manager, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.
(2) Soliciting qualifications, proposals or competitive bids for purchase would:
(a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with ACES.

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

WATERBURY
PUBLIC SCHOOLS

Quineshia Brown-Coles
Family Community Engagement Manager
(203) 346-3520
Quineshia.brown-coles@waterbury.k12.ct.us

TO: Kevin McCaffrey

FROM: Quineshia Brown-Coles, Family & Community Engagement Manager

DATE: April 22, 2024

RE: Amendment Request: Contract with ACES for LEAP grant to extend the time to complete 6 months, from 6/30/24 to 12/31/24,

Mr. McCaffrey,

I respectfully request an adjustment to the months of the contract with ACES for the Learner Engagement Attendance Program. This request is a result of the prior agreement listing 6/30/24 as the last day of the grant. Connecticut State Department of Education has allotted 12/31/24 as the date for the grant funds to be expended.

No additional adjustments are needed at this time.

Sincerely,
Quineshia Brown-Coles
Quineshia Brown-Coles, MSW
Family and Community Engagement Manager

PROFESSIONAL SERVICES AGREEMENT
For
LEAP Program Administration
between
The City of Waterbury, Connecticut
and
Area Cooperative Educational Services Corporation (ACES)

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION, a Connecticut corporation located at 350 State Street, North Haven, Connecticut ("ACES" or the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to provide fiduciary agent and administration support with respect to the Waterbury Public Schools Learner Engagement Attendance Program ("LEAP") 2.0 Grant program, including the support and fiscal administration of the LEAP Grant Program materials, staffing, and payroll; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide fiduciary agent and administration support with respect to the Waterbury Public Schools LEAP 2.0 Grant program, including

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). All work defined within the Scope of Work governing this Contract shall be completed no later than June 30, 2024.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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

Compensation for the Contractor's services shall not exceed Eight Hundred Thousand Dollars ($800,000.00) as follows:

Salaries:	$ 634,703.00
Benefits (payroll taxes):	$ 48,074.00
Travel:	$ 4,200.00
Supplies	$ 9,023.00
Fiduciary Administrative Fee:	$ 104,000.00
Total:	$ 800,000.00

The total compensation shall be limited to the amount awarded to the City pursuant to the LEAP grant. The Fiduciary Administrative Fee shall be capped at thirteen percent (13%) of the LEAP grant award. The compensation shall be paid upon submission of an itemized invoice which includes a detailed description of work performed and date of service, invoiced quarterly.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

WITNESSES:

Sign: _____

Print name: Alexandra DeGiovanno

Sign: _____

Print name: Barbara J. Whitaker

CITY OF WATERBURY

By: _____

Neil M. O'Leary, Mayor

Date: 4/12/23

WITNESSES:

Sign: _____

Print name: Dee Colson

Sign: _____

Print name: Lisa Simone

AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION

By: _____

Its: Timothy Hawes

Date: 3/13/23

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2025
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

LEAP Contract
(Service or Commodity Covered by Contract)

Till June 30 2024
(Term of Contract)

Extended School Year/ Special Education for School year 23-24
(Service or Commodity Covered by Contract)

FY 24
(Term of Contract)

Related Services/ Transportation Magnet School and RSET
(Service or Commodity Covered by Contract)

FY 24
(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2025
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

See above contracts
(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 2025
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 ☐

N/A

(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.

Area Cooperative Educational Services
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

5/22/24
Date

Tim Howes, Deputy Executive Director
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.

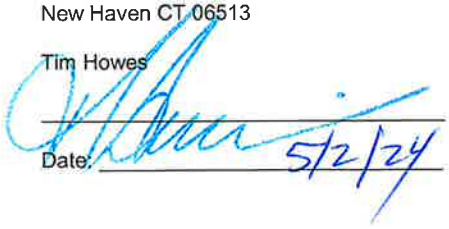
Full Legal Name and address of Recipient, Vendor, or Contractor:

Area Cooperative Educational Services
370 James Street, Suite 303
New Haven CT 06513

Print Name and Title of Authorized Representative:

Tim Howes

Signature of Authorized Representative:



Date: 5/2/24

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

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

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

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

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

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

State of: Connecticut

SS.: 06-0881700 (tax id)

County of: New Haven

Timothy Howes, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or Deputy Executive Director*** of Area Cooperative Educational Services (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 none				
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

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

Name	Title	DOB	Stock %
1 none			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 none				
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

Timothy Howes ACES
Name of Corporate Signatory

370 James street, New Haven CT
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Deputy Executive Director
Title

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

State of Connecticut)

) SS

County of New Haven)

Timothy Howes being duly sworn,

deposes and says that he/she is Deputy Executive Director of ACES and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 22nd day of May 2024

Dee Anne J Colson
(Notary Public)

My Commission Expires: _____

DEE ANNE COLSON
NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 30, 2025

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 5/22/2024**

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 ***is not delinquent***.

Area Cooperative Educational Services (ACES)
370 James St.
New Haven, CT

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

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

Client#: 592871 AREACOOP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/05/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123	CONTACT NAME: Julie A. Moore PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 203 634-5701 E-MAIL ADDRESS: julie.moore@usi.com
INSURED Area Cooperative Educational Services 350 State Street North Haven, CT 06473	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co of Pitts, PA — 19445 INSURER B : Pennsylvania Manufacturers Indemnity Co — 41424 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			GPNUEP001516003	07/01/2023	07/01/2024	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 $10,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			GPNUEP001516003	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			GPNUEP001516003	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
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		2022001394725	07/01/2023	07/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Educators Legal L			GPNUEP001516003	07/01/2023	07/01/2024	$1,000,000/$3,000,000	
A	Educators Leg Ded			GPNUEP001516003	07/01/2023	07/01/2024	$10,000 Each Wrongful A	
A	Abuse/Molestation			GPNUEP001516003	07/01/2023	07/01/2024	$1,000,000/$2,000,000	

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

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER

Area Cooperative Educational Services
350 State Street
North Haven, CT 06473

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

John J. Worden

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MCMZP

#3

WATERBURY
PUBLIC SCHOOLS

2024
WPS Summer Learning Programs

K – 8 Programs

Elementary Extended Academic Support			
District-wide program based on EOY Reading Achievement (mClass)	July 8 - Aug 1	8:30 - 12:30	Mon - Thurs

Sites	Carrington	Duggan	Gilmartin	Reed	Wendell Cross
Feeder Schools	Carrington Driggs Sprague Bunker Hill Essential Skills (MF)	Duggan Roberto Clemente Tinker Washington	Gilmartin Hopeville Chase	Reed Bucks Hill Regan Walsh Wilson Kingsbury	W. Cross Generali Scope Essential Skills BDLC

WATERBURY PUBLIC SCHOOLS

K – 8 Programs

Rotella Summer Program	Based on EOY Reading Achievement	July 8 - Aug 1	8:30 - 12:30	Mon - Thurs
Maloney Summer Program	Based on EOY Reading Achievement	July 8 - Aug 1	8:30 - 12:30	Mon - Thurs

Middle School Extended Academic Support- All Comprehensives				
Instructional Focus	**Dates**	**Times**	**Days**	**Location**
Students invited to receive ELA and math support	July 8 - Aug 1	8:30 - 12:30	Mon - Thurs	Kennedy - New Wing

WATERBURY PUBLIC SCHOOLS

High School Programs

High School Credit Recovery	July 8 - Aug 2	8:00 - 12:00	Mon - Fri	Waterbury Career Academy

Early College High School	July 8 - July 19	8:00 - 12:00	Mon - Fri	Post University

WATERBURY PUBLIC SCHOOLS

Extended School Year

Sites	NEMS	Generali	Bucks Hill Annex
Programs	NEMS ABA Wilby ABA MS ABA State Street BDLC CBT HS Essential Skills Resource 6-8	Generali ASD Bucks Hill CBL All Elementary Autism Programs	All Pre-K programs

WATERBURY
PUBLIC SCHOOLS

WATERBURY
PUBLIC SCHOOLS

#4

Kari Nizzardo
K-12 Science Supervisor
(203) 573-6695
knizzardo@waterbury.k12.ct.us

4/24/2024

Board of Aldermen
Board of Education
City of Waterbury
Waterbury, CT 06702

Re: Executive Summary- Connecticut Military Department for STARBASE CT

Dear Members of the Board of Education and Board of Alderman:

The Waterbury Public School System (the "District") is seeking approval of an agreement between the City, the District and The Connecticut Military Department ("CTMD") for two (2) programs to be known as STARBASE CT and STARBASE Advanced, for the 2024-2025, 2025-2026, and 2026-2027 academic years (the "Applicable School Years").

STARBASE CT will provide a solid curriculum of science, technology, engineering, and math ("STEM") academics for all 5th grade students and their teachers of the District throughout the Applicable School Years, including activities involving STEM, teamwork, hands-on student involvement, and self-esteem building for each academy class. This program will provide a total of 25 hours of instruction, consisting of five (5) days of 5-hour periods of instruction. The daily school schedule shall be adapted to facilitate school and transportation schedules and the operations of the program. CTMD will provide all materials needed.

STARBASE Advanced, a secondary aspect of STARBASE CT, provides an after-school curriculum of STEM for 6th through 8th grade students and their teachers of the District. The CTMD provides a comprehensive curriculum focused on STEM education, teamwork, and interactive learning to boost student engagement and self-esteem. The program consists of twenty (20) separate, one-hour instructional sessions spread over twenty (20) days, with a flexible schedule to accommodate the District's needs. The City will be responsible for providing transportation to CT State Community College Naugatuck Valley for STARBASE Advanced.

CTMD shall provide all necessary supplies, instructional materials, and support, along with informational sessions for teachers and parents. Participating teachers receive orientation workshops to prepare for the program, ensuring effective implementation in the classroom.
Parents also have opportunities to learn about STARBASE CT and STARBASE Advanced through mailing letters and individually scheduled conferences.

The contract is subject to non-substantial changes to be approved by the Office of the Corporation Counsel.

These exciting programs are offered at no cost to the City thanks to a grant through the Connecticut Military Department. Please reach out to me directly with any questions.

Thank you for your consideration,

Kari Nizzardo

Kari Nizzardo

MEMORANDUM OF UNDERSTANDING/PROGRAM ACKNOWLEDGEMENT
By and Between
City of Waterbury, Waterbury Department of Education,
and
Connecticut Military Department
for
STARBASE CT PROGRAM
School Years 2024-2025, 2025-2026 and 2026-2027

This Memorandum of Understanding and Program Acknowledgement (hereinafter "MOU"), by and between the City of Waterbury, 235 Grant Street, Waterbury, Connecticut (the "City"), the City of Waterbury Department of Education, 236 Grant Street Waterbury, Connecticut (the "Education Department." and together with the City, collectively, "Waterbury"), the Connecticut Military Department, Governor William A. O'Neill State Armory, 360 Broad Street, Hartford, Connecticut 06105 (the "CTMD") governs the conduct of the STARBASE CT - Waterbury program for the School Years 2024-2025, 2025-2026 and 2026-2027 (each, an "Applicable School Year").

WHEREAS, the CTMD, an agency of the State of Connecticut, administers a program known as STARBASE CT, headquartered at 85-152 Light Lane, Windsor Locks, Connecticut 06096 ("STARBASE CT"), a federally funded Science, Technology, Engineering, and Math ("STEM") Education program; and

WHEREAS, STARBASE CT offers an innovative programs of instruction designed to facilitate interest in STEM which primarily focuses on fifth grade students, and has expanded to include an advanced secondary program for students between the sixth and eighth grade; and

WHEREAS, STARBASE CT traditionally provides services to students who are historically underrepresented in STEM fields, encourages students to set and achieve goals, and works with school districts to support learning objectives; and

WHEREAS, the City desires to have its fifth grade school students and teachers thereof participate in STARBASE CT Program; and

WHEREAS, the City desires to have its sixth through eighth grade school students and teachers thereof participate in the advanced STARBASE-CT curriculum ("STARBASE 2.0"), which is conducted on the CT State Community College Naugatuck Valley ("Naugatuck Valley") campus located at 750 Chase Parkway, Waterbury, CT 06708, and;

WHEREAS, the CTMD welcomes the enrollment of the City's selected fifth through eighth grade school students and teachers for their participation in STARBASE CT programs; and

NOW, THEREFORE, in support of the partnership established between the City, Education Department, and the CTMD, the Parties enter into this MOU for the purpose of facilitating a safe and positive learning environment for every applicable Waterbury student and teacher attending STARBASE CT Programs.

1. The CTMD shall provide:

1.1 A STARBASE CT curriculum for 5th grade students and teachers of Waterbury throughout each Applicable School Year and activities involves STEM, teamwork, interactive student learning and self-esteem building for each class.

1.2 A STARBASE CT curriculum for 5th grade students provides a 25-hour program of instruction, consisting of five days of 5-hour periods. The daily schedules shall be adapted to facilitate school and transportation schedules and the operations of STARBASE CT.

1.3 The STARBASE CT 2.0 curriculum for 6th through 8th grade students and teachers of Waterbury throughout each Applicable School Year and activities involves STEM, teamwork, interactive student learning and self-esteem building for each class.

1.4 The STARBASE CT 2.0 curriculum provides a 20-hour program of instruction, consisting of twenty days of 1-hour periods. The daily schedules shall be adapted to facilitate school and transportation schedules and the operations of STARBASE CT.

1.5 All supplies, instructional support materials, and assistance associated with the STARBASE CT Programs.

1.6 Information about STARBASE CT through publications and presentations throughout Waterbury as required.

1.7 A program orientation workshop for all participating classroom teachers to introduce them to STARBASE CT and help them prepare their students for the programs.

1.8 ***For Advanced Program Only*:** Adequate classroom space for program activities, including regular classroom and activity lab.

1.9 An opportunity for parents to become familiar with STARBASE CT through letters or scheduled conference.

1.10 Extension educational activities for teachers to further incorporate the STARBASE CT Programs into their classrooms.

2. The City shall:

2.1 Select the students for classes and provide assurance of their attendance during scheduled times.

2.2 Identify, transport, and supervise the students participating in STARBASE CT programs.

2.3 Provide timely notification to the CTMD and/or STARBASE CT personnel of the classes selected (including number of students).

2.4 Compile and provide racial, ethnic and gender data for each participating class.

2.5 ***For 5th Grade Program Only*:** Provide a 60-minute period before the first day at STARBASE CT to meet with STARBASE CT personnel.

2.6 ***For 5th Grade Program Only*:** Proper learning space to accommodate the program needs.

2.7 Provide projector(s) for presentations, if "Smart Boards" are not available in any classroom.

2.8 Provide lunch (afternoon snack for Advanced Program) for each student, if and as otherwise provided by Waterbury, including those students eligible for reduced lunch programs.

2.9 Provide at least one additional adult besides the classroom teacher for each day. Teacher aides or parents designated by the Education Department are acceptable.

2.10 Provide an opportunity for and encourage all potential participating teachers and additional adult support staff to attend the introductory workshop, if offered.

2.11 Ensure that participating teachers, not STARBASE CT personnel, are responsible for students at all times, including when students make trips to the bathroom and other areas outside the main classroom and/or activity lab, when student is not in visual view of the rest of the class.

2.12 Classroom teachers shall maintain responsibility for all disciplinary matters with their class. The classroom teacher shall document a student's inappropriate behavior and warn that a second offense will result in disenrollment from the STARBASE CT Program. Upon substantiated recommendation of a STARBASE CT staff member or the classroom teacher, Waterbury will disenroll such student(s) who demonstrate repeated inappropriate behavior while at STARBASE CT.

3. **TERM AND TERMINATION.** The term of this MOU shall commence upon the later date of execution between the CTMD and STARBASE CT and shall terminate upon the end of the 2026-2027 School Year, unless earlier terminated. However, any Party may terminate this MOU at any time upon a 30-day written notice to the other Parties.

4. **INSURANCE.** The parties agree that with regard to STARBASE 2.0, Naugatuck Valley holds and shall continue to hold, throughout the term of this MOU, insurance coverage in the terms, amounts and with additional insured endorsements and waiver of subrogation endorsements as set forth and attached hereto in Attachment A.

5. **FERPA.** If any STARBASE CT personnel 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), STARBASE CT 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 MOU. Without the prior written consent of the student, as required by FERPA, STARBASE CT personnel have no authority to make any other disclosures of any information from the education from education records.

6. **Criminal Background Checks.** The CTMD represents and warrants that it and its STARBASE CT personnel who may have been assigned to perform services set forth in this MOU have no history of violations of the laws or regulations of the State of Connecticut pertaining to public

health, have not been convicted of a crime and have no criminal investigation pending. Waterbury shall rely upon these representations.

7. City of Waterbury, Ethics Code of Ordinance.

6.1 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.

6.2 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.

6.3 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.

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

6.5 Prohibition against Contingency Fees. The CTMD 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.

8. Compensation. The Parties agree that there will be no compensation made to CTMD, or to personnel, agents, employees or agents of either from the City for the performance of any of the services set forth herein.

9. Non-Appropriation. If government (city, state or federal) appropriations are necessary for the execution of this MOU, the Parties acknowledge that they are bound by fiscal laws and limitations and cannot obligate funds without legal authority. Hence, each Party's obligation to execute this MOU or to make payments under this MOU 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 MOU is in effect. If appropriated funds are insufficient for execution, any Party may terminate this MOU upon notice in writing.

10. Independent Contractor Relationship. The relationship between the Waterbury and the CTMD personnel, agents, and employees, is that of an independent service contractor. No agent, servant, or employee of the CTMD shall be deemed to be an agent, servant, or employee of the City. The CTMD and/or its personnel, agents, and 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. CTMD shall be solely and entirely responsible for its acts and the acts of its personnel, agents, employees, servants or representatives.

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates indicated below.

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor
City of Waterbury

Date: _____

WATERBURY DEPARTMENT OF EDUCATION

By: _____
Dr. Verna D. Ruffin
Superintendent of Schools, City of Waterbury

Date: _____

CONNECTICUT MILITARY DEPARTMENT

By: _____
Major General Francis J. Evon, Jr.
Adjutant General, CT National Guard

Date: _____

Attachment A

See Attached.

STATOFC-04 DLESSARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/16/2024

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

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

PRODUCER
AssuredPartners New England, Inc.
One Financial Plaza
Hartford, CT 06103

CONTACT NAME: Doreen Lessard, AIS, ACSR, CPIW, DAE
PHONE (A/C, No, Ext): (860) 426-6179 FAX (A/C, No): (860) 426-6179
E-MAIL ADDRESS: Doreen.Lessard@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty	15105
INSURER B : Westchester Surplus Lines Ins	10172
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
State of Connecticut
Dept of Administrative Services
Ins. & Risk Mgmt. Board, 450 Columbus B
Hartford, CT 06103

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			XPR4068573	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			XPR4068573	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X 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)	$
								$
B	UMBRELLA LIAB OCCUR			G46851614007	12/31/2023	12/31/2024	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Liability Insurance is excess of $4,000,000 self-insured retention (SIR). Worker's Compensation is Self-Insured in Accordance with Statute.

State of Connecticut, CT State Community College (Previously Naugatuck Valley Community College) to to enter into an agreement with the City of Waterbury and it's Board of Education for the GEAR UP program. City of Waterbury and the Board of Education are included as Additional Insured on a Primary and Non-Contributory basis, per form SNGL023 where required by written contract, per the terms, conditions and exclusions of the referenced general liability policy, per form #SNGL022. Waiver of Subrogation applies in favor of the Additional Insured as respects the general liability policy per form CG2404.

CERTIFICATE HOLDER

City of Waterbury
236 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
Mike Ross

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WATERBURY
PUBLIC SCHOOLS

#5

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

To: Board of Education and Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: April 23, 2024

Re: Board of Education Approval Request for Contract CRT24-025 / Milestone C - Executive Summary

The Academic Office/Education Department respectfully requests approval for the above-referenced vendor to contract up to $600,000 for Robotics, Drones, Engineering, and Software Development curricula, classroom materials, and teacher professional learning/training between the City of Waterbury and Milestone C..

This contract was initiated after the completion of RFP#8009. Under this contract, students will leverage curricula, classroom materials, and effective teacher instruction to engage in industry-aligned, standards-based content which will provide opportunities leading to high-wage, high-skill, and high-demand careers. These courses are part of CTE Programming and Software Development/Engineering pathways.

The Contract Term is three years effective on the date the Mayor signs. The project is funded by the Carl Perkins, Title 1, and Title 4 grants and will not exceed $600,000.

Accordingly, attached for your review and consideration are the proposed contract, the successful responder's Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: *Tom Parisot, Carole Sullivan, Lori Walsh*
File: CRT24-025

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8009
For
Stem Program
between
The City of Waterbury, Connecticut
and
Milestone C, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Milestone C, LLC, a duly licensed Connecticut limited liability company located at 100 Beard Sawmill Road, Suite 630, Shelton, Connecticut (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 8009 for a standards-based STEM curriculum for Waterbury Public Schools grades 6-12 for career and technical education related to robotics, drones, engineering, and software development, including all related curricula, licenses, classroom materials, and teacher professional learning; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 8009; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide a standards-based STEM curriculum for Waterbury Public Schools grades 6-12 (to be conducted at Wilby, Kennedy, Crosby, Waterbury Career Academy, Waterbury Arts Magnet School, Wallace, North End, and West Side schools) for career and technical education related to robotics, drones, engineering, and software development, including all related curricula, licenses, all related classroom materials, and teacher professional learning,

as detailed and described in the Bid Documents in Attachment A and which are hereby made material provisions of this Contract. The curriculum must:

1. Align with current equipment/classroom supplies already present in equipment section;
2. At request will be available for trial access to review all courses;
3. Be accessed through a learning management system;
4. Be aligned with NGSS (Next Generation Science Standards);
5. Be unique, engaging, and classroom friendly;
6. Be Project Based Learning;
7. Provide a pathway to earn the Part 107 industry commercial drone certification;
8. Be evaluated through Assessments and Rubrics, Knowledge Checks, Quizzes with open-ended responses, Teacher answer keys, and Project Assessments – Rubrics providing detailed criteria for success including presentation and written products;
9. Certify that any vendor online data management system which houses student data complies with all applicable FERPA laws;
10. Have full school year programs (1-year long course or 2- semester courses)

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 8009 (attached hereto)
1.1.2 Contractor's Response to RFP No. 8009 dated February 13, 2024, consisting of 58 pages (attached hereto)
1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.4 Certificates of Insurance, incorporated by reference
1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.6 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 Contractor's Response to RFP No. 8009 dated February 13, 2024, consisting of 58 pages (attached hereto)

1.2.3 The City's solicitation documents, RFP No. 8009.
1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to

indicate and convey understanding of all terms and conditions for performance of the Work.

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

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

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

5. Contract Time. The term of this Contract shall be for a period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating June 30, 2027, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for three separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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

Compensation for the Contractor's services for the initial three (3) year term of this Contract shall not exceed Six Hundred Thousand Dollars ($600,000.00).

The compensation shall be paid in conformity with Contractor's cost proposal contained in Response to RFP No. 8009 dated February 13, 2024, consisting of 58 pages (attached hereto) which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

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

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 8009 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds,

Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

8. **Indemnification.**

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the

work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

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

9. Contractor's Insurance.

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

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

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

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

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence,

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

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

9.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability: EL Each Accident **$1,00,000.00,** EL Disease Each Employee **$1,00,000.00,** EL Disease Policy Limit **$1,00,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **$1,000,000.00** each occurrence and **$1,000,000.00** Aggregate.

9.4.5 Professional Liability / E&O Insurance: $1,000,000.00 each wrongful act, **$1,000,000.00** Aggregate coverage.

9.4.6 Cyber / Privacy / Network Insurance: $1,000,000.00 each Occurrence, **$1,000,000.00** Aggregate.

Additional Insured Language: The City of Waterbury and its Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

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

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

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory

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

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

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

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

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, and the Federal American Recovery and Reinvestment Act of 2009 as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

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

shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this

Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in

and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

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

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any

amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

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

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

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

25. **Contract Change Orders.**

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

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

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment

amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 8009 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 8009.

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

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

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

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall he 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: Milestone C, LLC
100 Beard Sawmill Road, Suite 630
Shelton, CT 06484

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

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also he 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 "The City of Waterbury Code of Ordinances *Revised 12/31/19"*. For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign: Rachel N Vincent

Print name:

Rachel N. Vincent

Sign: Patricia A Berube

Print name: Patricia A Berube

MILESTONE C, LLC

By: [signature]

Its: CEO

Date: 4/24/24

MILESTONE C copy/Original 4-27-24

ATTACHMENT A

1. The City's solicitation documents, RFP No. 8009 (attached hereto)
2. Contractor's Response to RFP No. 8009 dated February 13, 2024, consisting of 58 pages (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Education Department
STEM Program
RFP #8009

ATTACHMENT E - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: 2/22/2024

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

Sir:

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

David Conelias

(Print or Type Company/Corporate Name)

Milestone C LLC

(Print or Type Business Address)

5 Chestnut Lane

Woodbridge. CT, 06525

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

			Base Contract			Optional Extensions		
Price Sheet			2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030
Program	ACR	Line Item	Cost	Cost	Cost	Cost	Cost	Cost
Robotics And Automation 1	RAS 1	**Total**	**$ 8,530**	**$ 14,414**	**$ 9,379**	**$ 9,885**	**$ 10,364**	**$ 16,718**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 250	$ -	$ 250	$ 300	$ 300	
		Equipment - New	$ -	$ 5,720	$ -	$ -	$ -	$ 6,150
Robotics And Automation 2	RAS 2	**Total**	**$ 8,530**	**$ 8,944**	**$ 9,379**	**$ 9,885**	**$ 10,364**	**$ 10,868**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 250	$ 250	$ 250	$ 300	$ 300	$ 300
		Equipment - New	$ -	$ -	$ -	$ -	$ -	$ -
Drone Technology and Engineering	DTE	**Total**	**$ 14,130**	**$ 11,114**	**$ 11,549**	**$ 15,985**	**$ 12,704**	**$ 13,208**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ 2,420	$ 2,420		$ 2,640	$ 2,640
		Equipment - New	$ 5,850	$ -	$ -	$ 6,400	$ -	$ -
Drone Operator Prep	DOP	**Total**	**$ 14,125**	**$ 11,399**	**$ 11,834**	**$ 15,785**	**$ 12,954**	**$ 13,458**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ 2,705	$ 2,705		$ 2,890	$ 2,890
		Equipment - New	$ 5,845	$ -	$ -	$ 6,200	$ -	$ -
Conceptual Engineering Milestones	CEM	**Total**	**$ 9,170**	**$ 10,084**	**$ 10,019**	**$ 10,735**	**$ 11,734**	**$ 11,718**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 890	$ -	$ 890	$ 1,150		$ 1,150
		Equipment - New		$ 1,390	$ -	$ -	$ 1,670	$ -
Engineering Design Project	EDP	**Total**	**$ 9,710**	**$ 12,384**	**$ 10,559**	**$ 11,205**	**$ 13,754**	**$ 12,188**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 1,430		$ 1,430	$ 1,620	$ -	$ 1,620
		Equipment - New	$ -	$ 3,690			$ 3,690	$ -
Software Design & Integration	SDI	**Total**	**$ 8,280**	**$ 8,694**	**$ 11,839**	**$ 9,585**	**$ 10,064**	**$ 13,518**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ -	$ -	$ -	$ -	$ -
		Equipment - New	$ -	$ -	$ 2,710	$ -	$ -	$ 2,950
Internet-of-Things(IoT) Device & Applications	IDA	**Total**	**$ 8,280**	**$ 8,694**	**$ 11,149**	**$ 9,585**	**$ 10,064**	**$ 12,748**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ -	$ -	$ -	$ -	$ -
		Equipment - New	$ -	$ -	$ 2,020	$ -	$ -	$ 2,180

	NOTES:
1	"Site" is defined as a school building/location
2	Professional Development will likely not be needed each program each year. This can be negotiated program by program, year by year. Milestone C cost is included in the base price of each program as required by the RFP. Group rates for professional development are available when training multiple teachers in a single topic
3	Pricing for equipment is based on current equipment WPS already has. Replenishment is yearly as required, or Replacement equipment is staggered year to year for the current equipment owned by Waterbury Public Schools to help level budget.
4	Equipment does not include student devices, high end PCs, tablets, 3D printers or other school provided equipment
5	Support and Coaching - Per Teacher pricing can be approached per teacher, or for each site or district, see discounts.

Discounts		
Line Item		**Discount Info**
Program Licensing - Per Site		10% discount if multiple sites in the district offer the program. The discount is 10% total, not for each site that is added.
LMS Pricing - Per 25 Students Per Semester		Per Site: 0-75 seats per semester - no discount 76-150 seats per semester - 10% discount 151-225+ - 20% discount
Professional Development Rate - 16 hours		Group rates possible for training multiple teachers in the same subject
Support and Coaching - Per Teacher		10% discount for multiple teachers at same site. Support and Coaching for Waterbury Public Schools is capped at $15,000. Whichever value is less for Waterbury Public Schools
Equipment - Replenishment		None
Equipment - New		None

81-5002292

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Milestone C LLC

Company Name

David Conelias

Corporate Officer
(if applicable)

By: CEO

(Title)

5 Chestnut Lane

(Business Address)

Woodbridge, CT, 06525

(City, State, Zip Code)

Date: 2/22/2024

Email: info@milestonec.com

END OF ATTACHMENT E

Assumption – maintain avg number of programs for schools over last 3 years

Base Pricing

Yearly Total Summary	2024	2025	2026	
Program Licensing Per Site	$ 39,150.00	$ 41,107.50	$ 43,162.88	
LMS Pricing - Per Student Per Semester	$ 63,000.00	$ 66,150.00	$ 69,457.50	
Professional Development Rate - Per Hour	$ 12,240.00	$ 12,852.00	$ 13,494.60	
Support and Coaching Per Teacher	$ 53,650.00	$ 56,332.50	$ 59,149.13	
Equipment	$ 120,195.00	$ 118,730.00	$ 111,615.00	
Grand Total	$ 288,235.00	$ 295,172.00	$ 296,879.10	$ 880,286.10

With Discounts – savings of $176,196 over contract term

Yearly Total Summary	2024	2025	2026	
Program Licensing Per Site	$ 35,235.00	$ 36,996.75	$ 38,846.59	
LMS Pricing - Per Student Per Semester	$ 50,400.00	$ 52,920.00	$ 55,566.00	
Professional Development Rate - Per Hour	$ 12,240.00	$ 12,852.00	$ 13,494.60	
Support and Coaching Per Teacher	$ 15,000.00	$ 15,000.00	$ 15,000.00	
Equipment	$ 120,195.00	$ 118,730.00	$ 111,615.00	
Grand Total	$ 233,070.00	$ 236,498.75	$ 234,522.19	$ 704,090.94

Other options for Budget reduction – limit number of programs

Average Programs per year						
Program	Software	Engineerir	Drones	Robotics		
Wilby	3	5	5	0	13	
Crosby	1	1	1	0	3	
Kennedy	4	1	3	0	8	
WCA	1	2	1	0	4	
WAMS	0	0	1	1	2	
West Side	0	0	0	1	1	
North End	0	0	0	0	0	
Wallace	0	0	0	2	2	
					33	TOTAL

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

March 18, 2024

David Conelias
Milestone C
100 Beard Sawmill Road, Suite 630
Shelton, CT 06484

RFP# 8009
Project: STEM Program

Dear Mr. Conelias,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

MILESTONE C
Shaping Future STEM Leaders

RFP 8009 response for Waterbury Public Schools
Proposal Document

MILESTONE C
Shaping Future STEM Leaders

13 Feb 2024

Waterbury Public Schools

236 Grand Street

Waterbury, CT, 06702

Attention: Kevin McCaffery
Subject: RFP 8009 Response - Milestone C | 2024/2025

Enclosure(s): (A) Proposer Information, (B) Experience, Expertise & Capabilities, (C) Statement of Qualifications and Work Plan, (D) Cost Schedule, (E) Failure To Complete Work, Default Litigation, (F) Exceptions and Alternatives, (G) Additional Data

Kevin,

Milestone C is pleased to provide the following proposal, valid through 24 May 2024, to implement multiple Milestone C courses into the daily curriculums at multiple Waterbury Public Schools and Waterbury Arts Magnet School during the 2024/25, 2025/26 and 2026/27 school years. This proposal is for RFP 8009 Response for Waterbury Public Schools. The target grades for the programs are 6 through 12

The price proposal in Enclosure D is based on a class size of up to 25 students in each section of each program. Each of the reference programs below are semester-long and are paired together to be year-long programs. The pricing includes all online curriculum content, teacher training and support, and classroom equipment. Milestone C is aware of the current programs, staff, training and equipment Waterbury Public Schools possesses and has tailored our efforts to bring the best value.

Demo access to all programs can be provided upon request.

If you have any questions, please contact me directly at 203-848-0360 or email me at **dave@milestonec.com**.

Sincerely,

David Conelias
Founder, CEO Milestone C
203-641-4047
dave@milestonec.com
Shaping Future STEM Leaders

MILESTONE C
Shaping Future STEM Leaders

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MILESTONE C
Shaping Future STEM Leaders

ENCLOSURE A: PROPOSER INFORMATION

a. Firm Name: Milestone C

b. Permanent main office address: 100 Beard Sawmill Rd, Suite 630, Shelton CT 06484

c. Date firm organized: January 17, 2017

d. Legal Form of ownership. If a corporation, indicate where incorporated: LLC incorporated in Connecticut

e. How many years have you been engaged in services you provide under your present name? Seven (7) Years

f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers. See Below

DAVID CONELIAS

Founder | Chief Executive Officer | Instructor

Career: Dave's jump into entrepreneurship in the education industry running afterschool and summer camps, evolved into being a full-time classroom teacher, and is now a well-rounded STEM educator who loves sharing his experiences and teaching others. Before education, Dave worked in both large and small engineering companies holding a variety of positions including leadership levels. His career was cross-disciplinary in electrical, pneumatics, hydraulics, systems, design, and manufacturing. Dave supported production, prototype and, development programs throughout his engineering career.

Stats:

Bachelor of Science Math and Economics at Union College

Management of Technology Masters at Fairfield University

10 years in industry

7+ years in education

Presenter at numerous national and regional conferences including NSTA and ITEEA

Professional Development Workshop Lead

JOSH GILBERT

Chief Technology Officer | Instructor

Career: Josh was drawn to education through his participation in professional mentorship initiatives and his natural inclination to continuously learn and teach. Upon returning from a three-year international assignment, he jumped on board at Milestone C, which perfectly matched his aspirations of bringing real-world application to students. Leveraging his diverse skill set and 20 years of experience as a mission systems flight test engineer, Josh employs industry-based approaches to teaching and curriculum development.

Stats:

BSE in Computer Engineering University of Mass. Amherst
MSE in Electrical Engineering University of New Haven
MBA University of New Haven
20+ years in industry
6+ years in Education

Kelsey Sewell

Director, Curriculum & Instruction

Career: Kelsey held a variety of positions inside the classroom and has always enjoyed teaching others. She started her career teaching science to younger ages. Since then she has become a well-rounded, expert STEM educator, teaching high school robotics, aviation, engineering, drones, and general STEM programs.

Stats:

Bachelors of Science in Elementary Education at UConn
Masters in Curriculum & Instruction at UConn Neag School of Ed.
10+ years in the classroom
CT Certified in Elementary (013)
CT Certified in Technology Education (047)

MILESTONE C
Shaping Future STEM Leaders

ENCLOSURE B: EXPERIENCE, EXPERTISE & CAPABILITIES

Philosophy Statement and Business Focus:

Our curriculum authors, instructors, and staff have over 100 years of collective experience in professional STEM industries and education. Our primary focus is helping schools bring new-age technology learning to the classroom for their students. Our team has extensive background in industry and education, affording us the ability to bring our experiences into the classroom.

Our industry experience drove the founding of Milestone C. Incoming talent at leading tech industries lacked vital skills to quickly and effectively contribute to the workplace. Using this knowledge, the staff at Milestone C created learning programs that emulate the tech industry and teach not only technical prowess, but allow the foundational professional skills required to be a leader in the 21st century work force.

Now, we are proud and eager to impart our experience to the next generation of STEM leaders through Milestone C's curricula and professional learning opportunities for educators.

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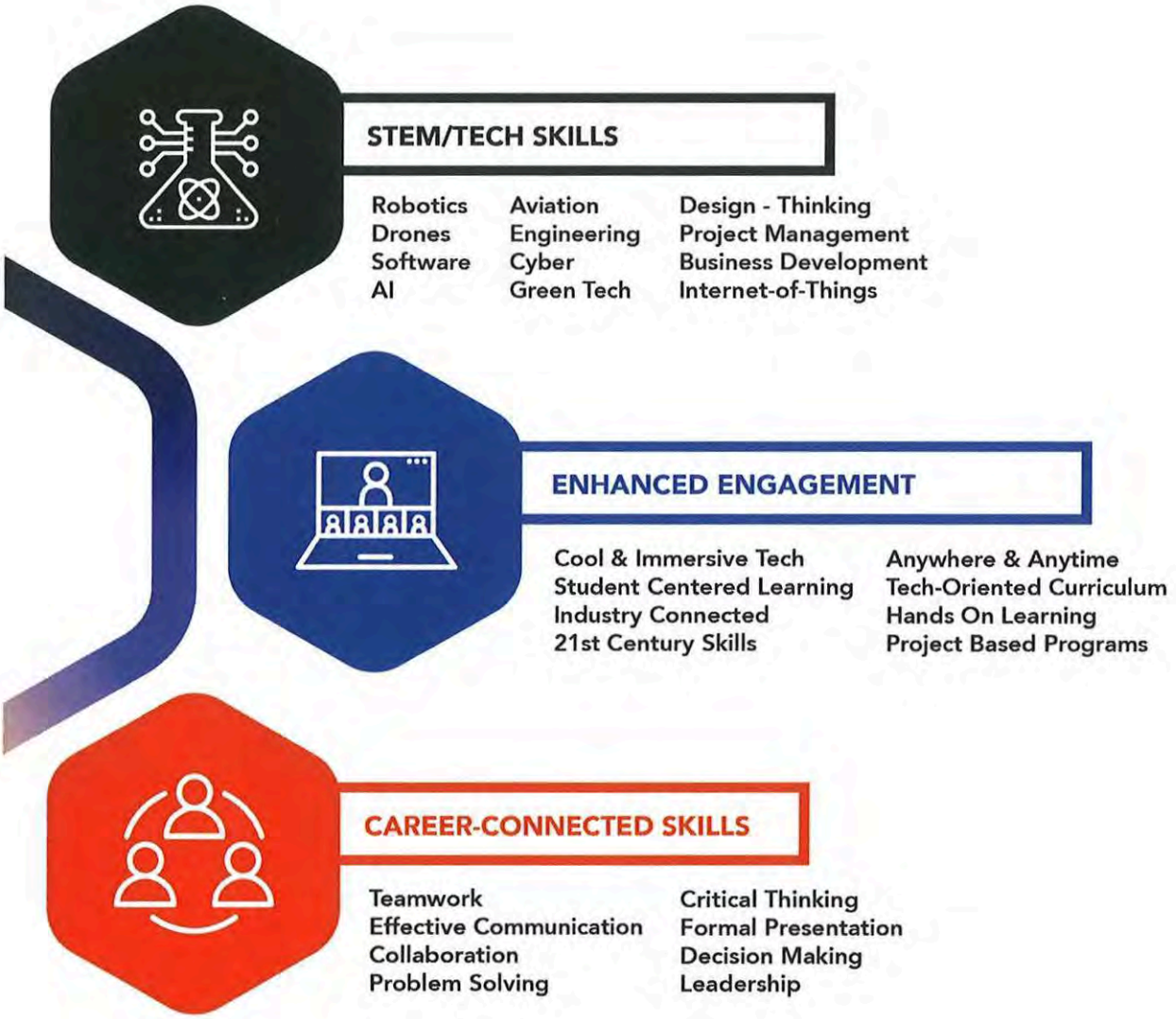
Shaping Future STEM Leaders

Program Design:

Our program design has three primary areas of focus that come together to form all Milestone C programs. These three focus areas thrive on our Non-Linear Learning Philosophy in program design and classroom practices.

Today, students are engaged with creative, interesting tech on their phones every day. Education must match that engagement level to invite them to learn, explore and play – their future success depends on it!



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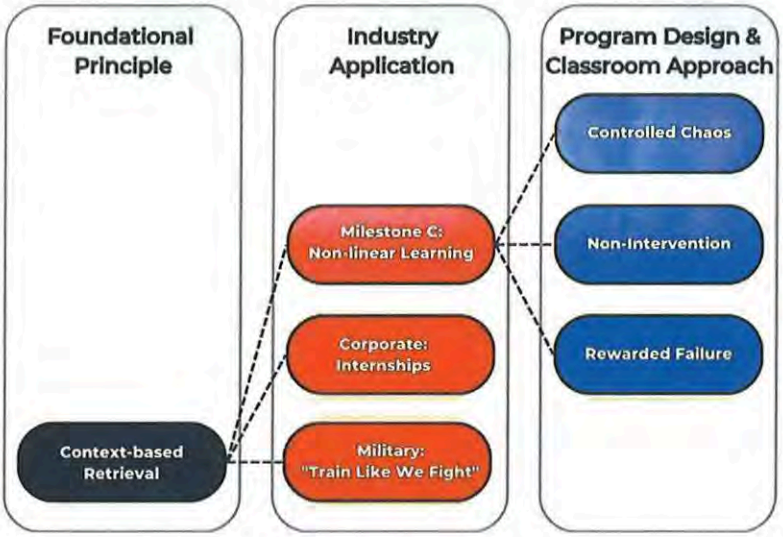
NON-LINEAR LEARNING PHILOSOPHY:

The human mind retrieves information more effectively in contexts resembling the original learning environment. Therefore, we believe in teaching students in the context that they will apply the subject knowledge and skills. All Milestone C programs are built upon activities and projects that emulate real-world experiences. These include technical meetings, design reviews, group workshops, formal presentations, and much more.



Professional organizations from all industries operate on context-based retrieval principles. Corporations employ internship programs that groom future employees by immersing students in real-world business environments. The U.S. Military adopts the "train like we fight" mentality, understanding the necessity of training environments that emulate real-world contingencies. At Milestone C, we developed a "Non-Linear Learning" technique based on the following philosophies:

Controlled Chaos: Controlled chaos is a highly effective learning environment. 21st Century STEM professionals work in cross-functional teams, and progress takes effort. Educational environments that eliminate the potential for miscommunication, competing objectives, confusion, and reasonable frustration inadvertently eliminate the most valuable teamwork lessons.

Non-Intervention: Hands-off teaching is the single best facilitator of hands-on learning. In the professional environment, you must own your efforts and progress them. Problems will arise, data may be unclear, and meetings may be untimely. Creating a classroom without frequent interjections and with reduced direction is critical to broadening students' horizons.

Rewarded Failure: Encouraging innovative approaches without fear of failure will groom critical thinkers. Shaping future STEM professionals begins with enabling and empowering students to learn from their failures. The primary objective of any project-based program should be to get students comfortable with problem-solving without a single "correct" answer.

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Summary of Relevant Experience:

Milestone C's sole focus is providing schools with comprehensive and career connected educational products. We have experience in custom projects, off-the-shelf products and tailored solutions. Relevant customers with respect to scope and focus, are Norwalk Public Schools, Stamford Public Schools and St. Joseph High School (Trumbull). All of these customers have been provided with similar products proposed herein. The services provided to these customers includes professional learning, curriculum projects, classroom material management and coaching/support to teachers.

Norwalk Public Schools
Misty Hoffer, Assistant Education Administrator for STEM, K-12, hoferm@norwalkps.org
Scope: Deliver products which include curriculum, training, support, software, equipment
Gross Cost: $93,583

Stamford Public Schools
Colleen Weiner, Curriculum, Instruction and Assessment Secondary, Weiner@stamfordct.gov
Scope: Deliver products which include curriculum, training, software, equipment
Gross Cost: $42,615

St. Joseph High School
Nancy DiBuono, Principal, ndibuono@sjcadets.org
Scope: Deliver products which include curriculum, training, instruction, equipment, after school programs
Gross Cost: $202,037

Waterbury Public Schools - RFP no. 6827 - Multi year with 5 amendments
Mike Merati, Supervisor CTE,
Scope: Deliver products which include curriculum, training, coaching, equipment, software, summer programs
Gross Cost: $858,425

MILESTONE C
Shaping Future STEM Leaders

Personnel Listing:

DAVID CONELIAS

Founder | Chief Executive Officer | Instructor

Personal: Dave lives with his wife and two daughters. Outside of work he spends his time in the outdoors and loves to mountain bike, ski, snowboard, and surf.

Career: Dave's jumped into entrepreneurship in the education industry running afterschool and summer camps, evolved into being a full-time classroom teacher, and is now a well-rounded STEM educator who loves sharing his experiences and teaching others. Before education, Dave worked in both large and small engineering companies holding a variety of positions including leadership level. His career was cross-disciplinary in electrical, pneumatics, hydraulics, systems, design, and manufacturing. Dave supported production, prototype and, development programs throughout his engineering career.

Stats:

Bachelors of Science Math and Economics at Union College
Management of Technology Masters at Fairfield University
10 years in industry
5+ years in education
Presenter at numerous national and regional conferences including NSTA and ITEEA
Professional Development Workshop Lead

JOSH GILBERT

Chief Technology Officer (CTO) | Instructor

Personal: Josh lives with his wife and spirited three children. A born tinkerer, Josh can be found tackling outlandish home improvement endeavors, fiddling with random computer and electronics projects, or exploring spots for new adventures. A lover of the outdoors he enjoys tackling the trails on foot or on two wheels.

Career: Josh was drawn to education through his participation in professional mentorship initiatives and his natural inclination to continuously learn and teach. Upon returning from a three-year international assignment, he jumped on board at Milestone C, which perfectly matched his aspirations of bringing real-world application to students. Leveraging his diverse skill set and 20 years of experience as a mission systems flight test engineer, Josh employs industry-based approaches to teaching and curriculum development.

Stats:

BSE in Computer Engineering at University of Mass. Amherst
MSE in Electrical Engineering University of New Haven
MBA from the University of New Haven
20+ years in industry

4+ years in Education

Kelsey Sewell
Director, Curriculum & Instruction
Personal: Kelsey is a busy family mom, along with her two dogs and cats. Enjoying every moment of the day, outside of work, Kelsey is an aviation and racing enthusiast.
Career: Kelsey held a variety of positions inside the classroom and has always enjoyed teaching others. She started her career teaching science to younger ages. Since then she has become a well-rounded, expert STEM educator, teaching high school robotics, aviation, engineering, drones, and general STEM programs.
Stats:
Bachelors of Science in Elementary Education at Uconn
Masters in Curriculum & Instruction at Uconn Neag School of Ed.
10+ years in the classroom
CT Certified in Elementary (013)
CT Certified in Technology Education (047)s.

In addition to our core team, Milestone C leverages the experience of other industry experts within our network to develop the curriculum offered within our catalog. Milestone C is committed to provide continuously relevant educational products for all new and changing tech sectors ensuring our material is always representative of current technologies and industry trends.

Conflict of Interest:

There are no conflicts of interest.

MILESTONE C
Shaping Future STEM Leaders

ENCLOSURE C: STATEMENT OF QUALIFICATIONS AND WORK PLAN

Milestone C is an enthusiastic team of STEM leaders with experience working in industry and education. We successfully offer and continue energetically developing relevant STEM courses for middle and high schools.

Product Overview:

Our staff of industry professionals and seasoned educators have jointly developed one of the most unique, highly advanced and complete project-based curricula in the nation. Milestone C courses define the cutting edge of STEM education, experiential learning, and student engagement.

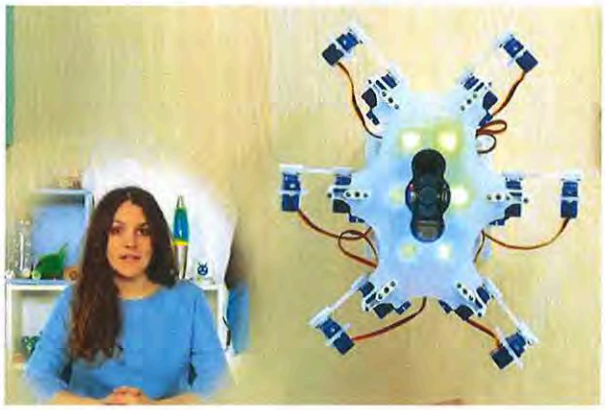
The product provided to instructors is comprehensive and thorough to a level not found in education. This allows teachers with varying background to teach subjects with which they are not intimately familiar. All Milestone C programs include Courseware, E-books, Teacher Guides, Student Handouts, Student Templates, Assessments, and Rubrics. Students sign in directly to their learning content allowing a 21st century approach to learning anywhere, anytime. The foundation of Milestone C's programs is rooted in teaching students as we learn in the real world.

Program details are described in ENCLOSURE G: ADDITIONAL DATA

Product Features:

Our team of Fortune 500 engineers and skilled educators jointly develop innovative project-based programs based on real-world experience. Milestone C courses are the cutting edge of STEM/Tech education, focused on experiential learning, and maximizes student engagement.

Empowering Teachers



Classroom Resources

MILESTONE C
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The live training, online curricula, and support systems provided to teachers are extremely comprehensive, allowing educators with any background and experience level to be prepared and comfortable teaching our programs.

All programs are built with classroom resources; Courseware, e-Text, Teacher Guides, Student Handouts, Student Templates, Assessments, Student Check-Ins and Rubrics. These classroom resources are designed to engage students in their tech-oriented world – in look and appearance - using tutorial videos, web-based resources, and tech-forward content.

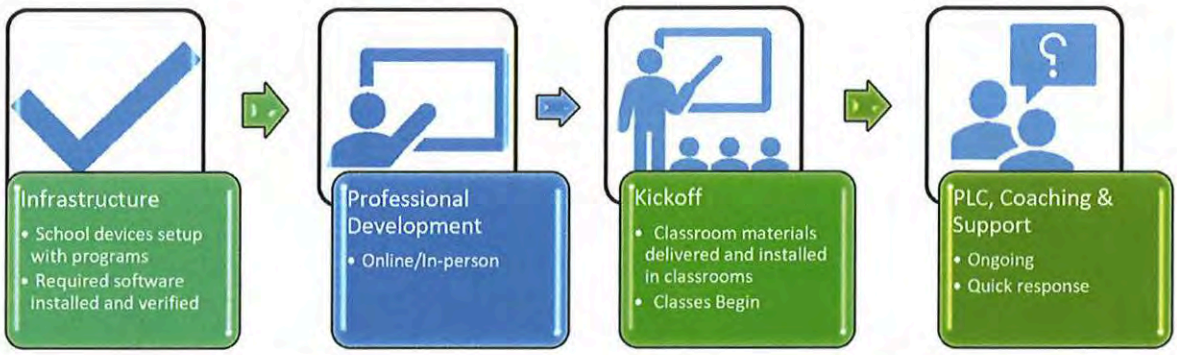
Student-Centered

Students sign in directly allowing for either teacher-paced learning or self-paced learning. Students can learn anywhere-anytime mimicking how industry 4.0 operates- giving students the freedom to choose the best time for their learning and deeper exploration.

Career-Connected Learning

The foundation of every Milestone C program is rooted in bringing industry alive in the classroom by teaching students in the same context that they will apply subject knowledge in the real world.

Work Plan:



MILESTONE C
Shaping Future STEM Leaders

Professional Learning Program:

Professional Learning Process

The Milestone C training process puts teacher comfort and self-assurance as the primary target of the training, accomplished through experience and knowledge. The professional learning (PL) process includes both big picture and specific topic-focused sessions.

The initial phase of the PL is focused on teaching methods to facilitate project based and experiential learning. Concrete and proven practices are explained to help educators teach these curricula as intended, given that these methods may diverge from their formal educator training.

Specific PL is focused on the selected program topics depending what each educator will be teaching, their background, and their individual needs. We tailor this PL to the individual to maximize the effectiveness and usefulness.

Professional Learning Schedule

The PL schedule will be decided on once the contract is award. A mutually agreed upon schedule will be established that balances teacher time commitment, timeliness of content use and district needs. The PL program will comply with all requirements of the RFP. Prior to the PL, teachers must have devices with the proper programs installed for their classes. For each course 16 hours of training is allotted. Typically, this is split into 5 hour kickoff, 10 hours on specific course topics and 1 hour is held in reserved to be used as refresher training throughout the school year.

Training and Support:

Anyone can master teaching our programs as no specific background is required for teachers to learn them.

To become proficient teachers of Milestone C programs, educators must become comfortable with the content and our philosophies of teaching the programs. Our professional learning is a blend of workshop and in-action experiences designed to do just that.

To ensure maximum student engagement, continuous learning, and seamless implementation of our programs, Milestone C first builds a strong foundation for the educators teaching our programs.

What Do Teachers Experience?

1. Workshop Professional Development:

- Transform into educational "guides" to foster perseverance, peer learning, & resilience
- Professional educators teach the program (to the teachers) in a live interactive workshop
- Learn non-traditional, open-ended classroom methods
- Experience the program as a student to gain insight into lessons from a student's perspective
- Equip teachers with program overview, tech knowledge, and experience
- Encourage minimal intervention, learn-by-doing & encourage to try, fail, learn, and try again
- Gain an understanding of Milestone C's "Non-Linear Learning" philosophy

2. Implementation Support:

- Help ensure a seamless implementation by providing the program curriculum, all necessary equipment & hardware, and comprehensive training for those teaching the course(s).
- Provide continuous support to stand up the program, including full access to our professional educators for feedback, trouble-shooting, and additional insights
- All teachers have access to our Professional Learning Community, where topics are openly discussed and best practices exchanged
- IT and device troubleshooting support and help

3. In-Action Coaching:

- Monthly check-ins & meetings to review progress and provide guidance
- Co-teach a lesson with the educator
- Make scheduled classroom visits (live or virtual) to interact with students and offer additional perspective on the program

4. Program Features

- Participate in experiential STEM programs emulating industry practices & career connection
- Facilitate and simulate internship-style experiences
- Empower students & maximize engagement while making connections to real-world careers
- Interactive Learning Management System (LMS) anywhere, anytime

MILESTONE C
Shaping Future STEM Leaders

Services Expected of the City:

The city is expected to provide the following items

- Provide sufficient time for teachers to engage in the required professional development
- Facility to provide professional development for teachers with necessary space and technology
- Student devices to support provided materials
- Capable PCs for use during various programs

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ENCLOSURE D: COST SCHEDULE

See Cost Enclosure

MILESTONE C
Shaping Future STEM Leaders

RFP 8009 response for Waterbury Public Schools
ENCLOSURE D: COST SCHEDULE

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Education Department
STEM Program
RFP #8009

ATTACHMENT E - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: 2/22/2024

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

Sir:

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

David Conelias

(Print or Type Company/Corporate Name)

Milestone C LLC

(Print or Type Business Address)

5 Chestnut Lane

Woodbridge. CT, 06525

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

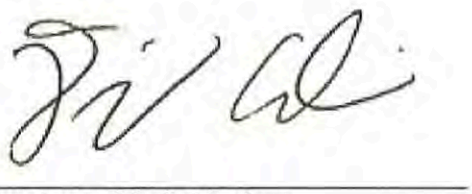
			Base Contract			Optional Extensions		
Price Sheet			**2024/2025**	**2025/2026**	**2026/2027**	**2027/2028**	**2028/2029**	**2029/2030**
Program	**ACR**	**Line Item**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**	**Cost**
Robotics And Automation 1	RAS 1	**Total**	**$ 8,530**	**$ 14,414**	**$ 9,379**	**$ 9,885**	**$ 10,364**	**$ 16,718**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 250	$ -	$ 250	$ 300	$ 300	
		Equipment - New	$ -	$ 5,720	$ -	$ -	$ -	$ 6,150
Robotics And Automation 2	RAS 2	**Total**	**$ 8,530**	**$ 8,944**	**$ 9,379**	**$ 9,885**	**$ 10,364**	**$ 10,868**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 250	$ 250	$ 250	$ 300	$ 300	$ 300
		Equipment - New	$ -	$ -	$ -	$ -	$ -	$ -
Drone Technology and Engineering	DTE	**Total**	**$ 14,130**	**$ 11,114**	**$ 11,549**	**$ 15,985**	**$ 12,704**	**$ 13,208**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ 2,420	$ 2,420		$ 2,640	$ 2,640
		Equipment - New	$ 5,850	$ -	$ -	$ 6,400	$ -	$ -
Drone Operator Prep	DOP	**Total**	**$ 14,125**	**$ 11,399**	**$ 11,834**	**$ 15,785**	**$ 12,954**	**$ 13,458**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ 2,705	$ 2,705		$ 2,890	$ 2,890
		Equipment - New	$ 5,845	$ -	$ -	$ 6,200	$ -	$ -
Conceptual Engineering Milestones	CEM	**Total**	**$ 9,170**	**$ 10,084**	**$ 10,019**	**$ 10,735**	**$ 11,734**	**$ 11,718**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 890	$ -	$ 890	$ 1,150		$ 1,150
		Equipment - New		$ 1,390	$ -	$ -	$ 1,670	$ -
Engineering Design Project	EDP	**Total**	**$ 9,710**	**$ 12,384**	**$ 10,559**	**$ 11,205**	**$ 13,754**	**$ 12,188**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ 1,430		$ 1,430	$ 1,620	$ -	$ 1,620
		Equipment - New	$ -	$ 3,690			$ 3,690	$ -
Software Design & Integration	SDI	**Total**	**$ 8,280**	**$ 8,694**	**$ 11,839**	**$ 9,585**	**$ 10,064**	**$ 13,518**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ -	$ -	$ -	$ -	$ -
		Equipment - New	$ -	$ -	$ 2,710	$ -	$ -	$ 2,950
Internet-of-Things(IoT) Device & Applications	IDA	**Total**	**$ 8,280**	**$ 8,694**	**$ 11,149**	**$ 9,585**	**$ 10,064**	**$ 12,748**
		Program Licensing - Per Site	$ 1,350	$ 1,418	$ 1,488	$ 1,563	$ 1,641	$ 1,723
		LMS Pricing - Per 25 Students Per Semester	$ 1,000	$ 1,050	$ 1,103	$ 1,158	$ 1,216	$ 1,276
		Professional Development Rate - 16 hours	$ 4,080	$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207
		Support and Coaching - Per Teacher	$ 1,850	$ 1,943	$ 2,040	$ 2,142	$ 2,249	$ 2,361
		Equipment - Replenishment	$ -	$ -	$ -	$ -	$ -	$ -
		Equipment - New	$ -	$ -	$ 2,020	$ -	$ -	$ 2,180

	NOTES:
1	"Site" is defined as a school building/location
2	Professional Development will likely not be needed each program each year. This can be negotiated program by program, year by year. Milestone C cost is included in the base price of each program as required by the RFP. Group rates for professional development are available when training multiple teachers in a single topic
3	Pricing for equipment is based on current equipment WPS already has. Replenishment is yearly as required, or Replacement equipment is staggered year to year for the current equipment owned by Waterbury Public Schools to help level budget.
4	Equipment does not include student devices, high end PCs, tablets, 3D printers or other school provided equipment
5	Support and Coaching - Per Teacher pricing can be approached per teacher, or for each site or district, see discounts.

Discounts		
Line Item		**Discount Info**
Program Licensing - Per Site		10% discount if multiple sites in the district offer the program. The discount is 10% total, not for each site that is added.
LMS Pricing - Per 25 Students Per Semester		Per Site: 0-75 seats per semester - no discount 76-150 seats per semester - 10% discount 151-225+ - 20% discount
Professional Development Rate - 16 hours		Group rates possible for training multiple teachers in the same subject
Support and Coaching - Per Teacher		10% discount for multiple teachers at same site. Support and Coaching for Waterbury Public Schools is capped at $15,000. Whichever value is less for Waterbury Public Schools
Equipment - Replenishment		None
Equipment - New		None

81-5002292

Social Security Number
or Federal Identification Number



Signature of Individual or
Corporate Name

Milestone C LLC

Company Name

David Conelias

Corporate Officer
(if applicable)

By: CEO

(Title)

5 Chestnut Lane

(Business Address)

Woodbridge, CT, 06525

(City, State, Zip Code)

Date: 2/22/2024

Email: info@milestonec.com

END OF ATTACHMENT E

MILESTONE C
Shaping Future STEM Leaders

ENCLOSURE E: FAILURE TO COMPLETE WORK, DEFAULT LITIGATION

a. Have you ever failed to complete any work awarded to you? If so, where and why?

Response: No, Milestone C has never failed to complete work

b. Have you ever defaulted on a contract? If so, where and why?

Response: No, Milestone C has never defaulted on a contract

c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

Response: No pending litigation will affect Milestone C's ability to perform this agreement

d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

Response: No, Milestone C has never had a contract terminated

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

Response: No, Milestone C has never been named in a lawsuit related to errors and omissions.

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

Response: No, Milestone C has never filed bankruptcy

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

Response: No, there are no factors or information that could affect Milestone C's ability to provide the services.

MILESTONE C
Shaping Future STEM Leaders

ENCLOSURE F: EXCEPTIONS AND ALTERNATIVES

Tailoring Requests

- Section C ; Milestone C requests a note be added that equipment and software can be exchanged for equivalent or better functionality at no cost to Waterbury. This may change quantities of specific items as the equipment and software functionality changes.

RATIONALE: Milestone C reserves the right to exchange the equipment for equal or better functionality and purpose. Hardware and software update frequently and may become obsolete. Any changes in equipment or software will be for equal or better functionality and will be transparent to the teacher and student.

- Section F ; Item 2 is missing - Milestone C cannot comply without knowing this item

Attachment B

- 3.4. Publicity.

Milestone C requests removal of this section. It is common for Milestone C to discuss our customers, publish success stories and promote testimonials from our customers. This is typical in EdTech.

- 3.8 Reporting Requirement.

Milestone C requests removal of this section. The formal nature of this reporting requirement is not typical in EdTech. We work with the WPS assigned individual responsible for our project on a daily/weekly/monthly basis depending on the scope and intensity of the project. Any written documentation and updates are provided via email on an as-needed basis.

- 9.4.2 Automobile Liability Insurance

Milestone C requests removal of this section. Milestone C has no company vehicles.

- 9.4.4 Excess/Umbrella Liability Insurance

Milestone C requests removal of this section. This is excessive insurances requirement.

- 18. Audit.

Milestone C requests removal of this section. This is not typical in EdTech and is overreaching.

Attachment D

Automobile Liability

- Milestone C requests removal of this section. Milestone C has no company vehicles.

Excess/Umbrella Liability

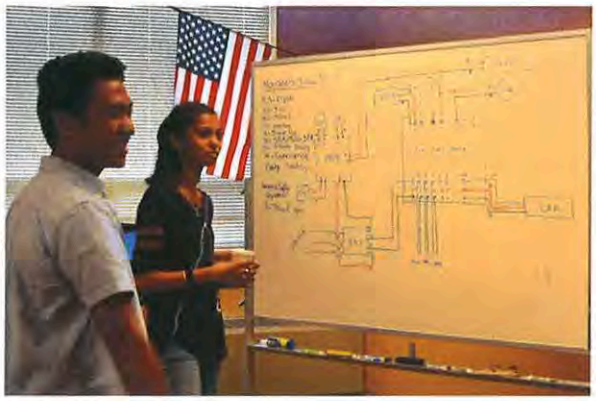
- Milestone C requests removal of this section. This is excessive insurances requirements

MILESTONE C
Shaping Future STEM Leaders

ENCLOSURE G: ADDITIONAL DATA

Course Overviews:

Conceptual Engineering Milestones (CEM)



Conceptual Engineering Milestones (CEM) was designed by professionals with over 50 years of combined experience to open the minds of STEM students. Students explore a wide variety of career opportunities available in engineering, the steps to pursue these potential career choices, and an overview of the day-to-day life of an engineer across industry.

CEM engages students in conceptual and hands-on small-team projects, building skills and confidence, culminating in real-world simulated disaster recovery group projects. Students will broaden their STEM experience in this project-based laboratory by practicing key 21st-century skills, including critical thinking, problem-solving, public speaking, task management, teamwork, and effective communication.

Grades: 9-12 | **Duration:** Semester Course

Why Take This Program?

Engineering School is not the same as a real-world engineering career - introducing students to a program mimicked after the engineering career in high school is essential for students to decide they genuinely want to be an engineer. Learning the process and big picture of engineering is critical for their success!

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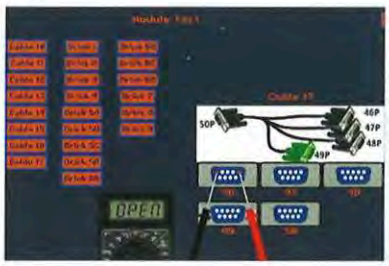
Shaping Future STEM Leaders

Conceptual Engineering Milestones (CEM) Cont'd

What Do Students Experience?



1. Foundational Engineering Concepts

- Learn common engineering disciplines, industries, practices, and the design process
- Gain insight into career opportunities and daily life as an engineer
- Develop a foundation in systems engineering, requirements writing, milestone reviews, business considerations, and testing
- Explore the OEM and supplier hierarchy, product life cycle, and inputs/outputs

2. Experiential Learning

- Gain experience in the design process and analyzing requirements through simulated internship experiences
- Complete conceptual small-team activities and a final group project applying STEM knowledge and skills
- Build hands-on projects in small groups while focusing on teamwork, communication, and critical thinking skills

3. Develop Career Skills

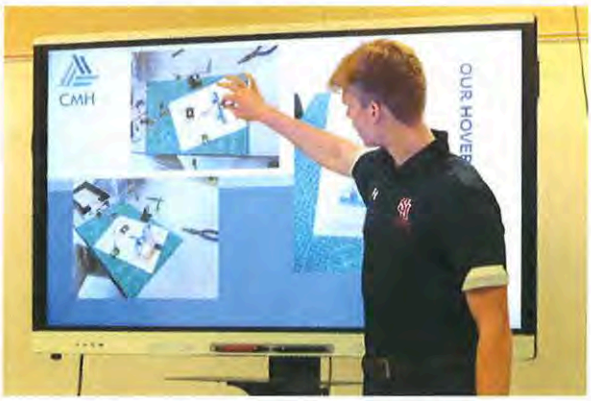
- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Work collaboratively in teams and communicate effectively with peers and instructors
- Practice and use engineering decision-making techniques, think iteratively and learn through trial and error

Classroom Equipment & Software

STEMI Lab LMS, Speaker build materials, Faraday cage build materials, Nuclear Bricks Cable analysis tool, Nuclear Bricks System integration tool, and Amplifier

MILESTONE C
Shaping Future STEM Leaders

Engineering Design Project (EDP)



The Engineering Design Project (EDP) is centered around a hands-on hovercraft group project and experiential learning—to better equip students with technical knowledge, communication, and professional skills.

Students embark on the hovercraft design project gaining experience in electronics, mechanics, soldering, assembly, and testing prototypes. Students will complete a requirements analysis, milestone reviews, and schedule management by emulating a real-world engineering program. The project culminates with the students creating a complex, physical hovercraft of their design to meet program specifications and running detailed test programs. Students will benefit from the technical and soft skills acquired during this course for years to come, regardless of their chosen career path.

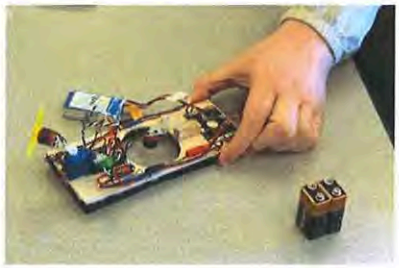
Grades: 9-12 | **Duration:** Semester Course

Why Take This Program?

Everything around us was produced using the engineering design process, and every problem we solve uses design thinking. As the next generation of industry leaders, students need to experience the iterative process of a scratch build with the freedom to make mistakes. This skill is vital to any 21st-century problem solver.

Engineering Design Project (EDP) Cont'd

What Do Students Experience?



1. Foundational Engineering Concepts

- Gain foundational knowledge on engineering design, electrical-mechanical engineering, and the engineering design mindset
- Practice Trade Studies, utilizing datasheets and specifications
- Learn about the systems engineering process, requirements, and milestone reviews

2. Experiential Learning

- Build a functional hovercraft based on specific engineering requirements within a particular timeline
- Work on developing the hovercraft model in collaboration with a customer
- Implement all tasks into a timeline/schedule
- Learn how to test and troubleshoot simple electrical circuits
- Present three major milestone reviews and a final project report, enhancing written and verbal presentation skills in delivery, content, and format

3. Develop Career Skills

- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Enhance collaboration and communication skills, including working with customers and presenting project milestones and final results
- Practice and use engineering decision-making techniques, think iteratively and learn through trial and error
- Develop project management skills, including timeline and schedule development and tracking

Classroom Equipment & Software

STEMI Lab LMS, Hovercraft build materials, and Student build kits

MILESTONE C
Shaping Future STEM Leaders

Drone Operator Preparation (DOP)

The Drone Operator Prep program focuses on the safe and successful operation of drones in the real world. The emergence of drones in everyday life has captured this generation's imagination, and remotely-piloted systems are undoubtedly the way of the future!

The program covers drone aerodynamics, design architecture, and flight training opportunities on simulators. DOP serves as an intensive FAA test prep course for students aspiring to become licensed commercial drone operators. Built around multiple customer-focused projects, the DOP program instills safe operation and best practices while also preparing them for success in drone careers. DOP students learn to operate highly capable photography drones by applying their STEM knowledge in a real-world business setting. The program opens students' minds to new career opportunities in the U.S. and around the world.

Grades: 9-12 | **Duration:** Semester Course

Why Take This Program?

The emergence of drones in everyday life has captured this generation's imagination, and remotely-piloted systems are undoubtedly the way of the future! Pilot and operating unmanned systems is a new and exciting career that influences a variety of sectors of business. Students learning this can take flight into a career right out of high school.

MILESTONE C
Shaping Future STEM Leaders

Drone Operator Preparation (DOP) Cont'd

What Do Students Experience?

1. Explore Drones

- Gain familiarity with the fundamentals of drones and drone operation
- Hands-on experience with drone simulators and flight planning
- Awareness & understanding of external influences on drone operation and safety
- Career opportunities in the U.S. and around the world

2. Understand Commercial Drone Operation

- Develop knowledge of FAA regulations and proper drone operation methods
- Understand commercial drone licensing requirements
- Understand waivers and authorizations

3. Experiential Learning

- Develop proficiency in flight planning, execution, and post-production
- Work on projects in the larger drone industry and market
- Learn photo and video processing skills using a drone and editing programs

4. Develop Career Skills

- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Work collaboratively in teams and communicate effectively with peers and instructors
- Practice and use engineering decision-making techniques, think iteratively, and learn through trial and error
- Prepare a final edited video and formally present a completed product to the students, your "customer"

Classroom Equipment & Software

STEMI Lab LMS, DJI photography drones, Drone simulators, DJI software, and Video/Photo editing software

MILESTONE C
Shaping Future STEM Leaders

Drone Technology & Engineering (DTE)

Drone Technology and Engineering (DTE) offers students a basic overview of aerodynamics, unmanned aircraft architecture, and drone flight dynamics. Students apply their STEM knowledge by designing, building, and testing their racing drones in small teams, emulating an aerospace engineering program from beginning to end.

During this one-of-a-kind aerospace experience, students fly Line of Sight (LOS) and First Person View (FPV) on physical drones, build racing drones, and use structured engineering decision-making to optimize their design. Student teams gather data while testing their newly built drone and compete in challenges to achieve real-world objectives.

Grades: 9-12 | **Duration:** Semester Course

Why Take This Program?

Drones are growing at a double-digit percentage every year and new careers are evolving in nearly every industry. Drones are infiltrating and changing the way the world operates from agriculture to delivery to search and rescue. Students must be introduced to this exciting and high-flying subject to be ready for their futures!

Drone Technology & Engineering (DTE) Cont'd

What Do Students Experience?

1. Explore Drones

- Explore Drones, the underlying technology, and the industry as a whole
- Understand the science and technology embedded in drones that are used to make them operate

2. Learn to Fly

- Learn LOS flying, FPV flying, and proper techniques and skills
- Develop advanced FPV flying skills, including patterns, obstacles, acrobatics, and racing
- Persevere when learning to fly, learn to deal with, and work through failure

3. Build a Racing Drone

- Build and troubleshoot drones for system integration and Configure drones using software to adjust settings appropriately
- Demonstrate objective measurement techniques for evaluating drone performance
- Conduct Trade Studies to make informed engineering decisions and meet objectives
- Prepare and present a comprehensive report on the drone project

4. Develop Career Skills

- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Work collaboratively in teams and communicate effectively with peers and instructors
- Practice and use engineering decision-making techniques, think iteratively, and learn through trial and error

Classroom Equipment & Software

STEMI Lab LMS, Betaflight software, FPV Sim software, Racing drones, Learn-to-Fly drones, Goggles, Transmitters, and Obstacles

MILESTONE C
Shaping Future STEM Leaders

IoT Devices & Applications (IDA)

The IoT Devices & Applications (IDA) program broadens students' software horizons by diving into software application interoperability using the Internet of Things (IoT). Using software and hardware, students will gain a deep understanding of large-scale projects that integrate app and gaming development, coding, and data sharing.

With the internet as a backbone, students will design and control a remote Python-coded device through a self-developed web and mobile application. In the process, they will utilize a cloud-hosted database as a central hub for their IoT system while developing a foundational understanding through the application of online gaming infrastructure. Students will further advance their problem-solving and refine their team-building skills by working collaboratively to simulate real-life software development.

Grades: 9-12 | **Duration:** Semester Course

Why Take This Program?

The internet runs the world today – we all interact with it daily, and students need to learn the underlying technology to prepare for their future careers. Exploring and learning this technology is fundamental to students' future success.

MILESTONE C
Shaping Future STEM Leaders

IoT Devices & Applications (IDA) Cont'd

What Do Students Experience?

1. Software Development & Internet of Things

- Learn about the Internet of Things (IoT)
- Explore how devices connect and communicate
- Gain familiarity with various software development tools
- Understand basic application development
- Build a working knowledge of databases, their structure, and connections
- Develop a foundational understanding of syntax-based web development using HTML, JavaScript, and CSS

2. Experiential Learning

- Build, control, and monitor a simple IoT device
- Design mobile applications using block coding
- Create a database to store and share information
- Develop a website using syntax-based coding
- Configure an IoT device using a Raspberry Pi, Mobile app, website, and database

3. Develop Career Skills

- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Work collaboratively in teams and communicate effectively with peers and instructors
- Practice and use engineering decision-making techniques, think iteratively and learn through trial and error

Classroom Equipment & Software

STEMI Lab LMS, Thunkable, Firebase, Raspberry Pis, and Repl.it

MILESTONE C
Shaping Future STEM Leaders

Software Design & Integration (SDI)

Software Design & Integration (SDI) requires no prior coding experience and introduces students to software development and design thinking. SDI builds students' understanding of basic coding concepts by engaging them through games. This program uses hardware and software to explore the software development process.

Students will navigate software's multi-faceted world following a project-based road map to acquire key professional skills. Students develop games through object-oriented programming and basic control structures, leaving them with a significant sense of accomplishment. SDI establishes a solid foundation in software development and creates a big-picture understanding of interface management and the engineering process at large.

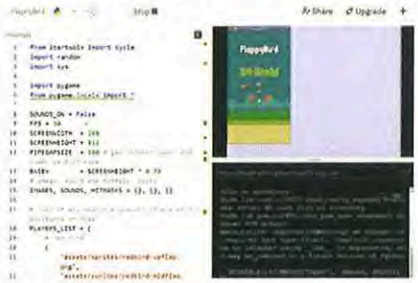
Grades: 9-12 | **Duration:** Semester Course

Why Take This Program?

In today's global technology network, software is the single common thread tying all engineering & science disciplines together. All STEM industries, without exception, benefit from the daily efforts of software developers and engineers. Students must learn to code to thrive in today's world.

Software Design & Integration (SDI) Cont'd

What Do Students Experience?



1. Software Development

- Develop an understanding of software coding concepts and program architecture
- Learn and use industry-based development processes
- Understand the relationship between software and hardware
- Gain knowledge of Raspberry Pi, how to use it, and its capabilities
- Learn basic Python programming, ranging from print functions and math operations to conditionals and graphics
- Acquire knowledge of Pygame and the basics of building a game

2. Experiential Learning

- Use flowcharts and logical thinking exercises to learn software coding concepts and program architecture
- Program using Python through industry-relevant application
- Acquire core software concepts using a game-based framework
- Work with a Raspberry Pi to code and interface with a breadboard
- Create a game in phases, starting with basic graphics and building up to animation and sprites

3. Develop Career Skills

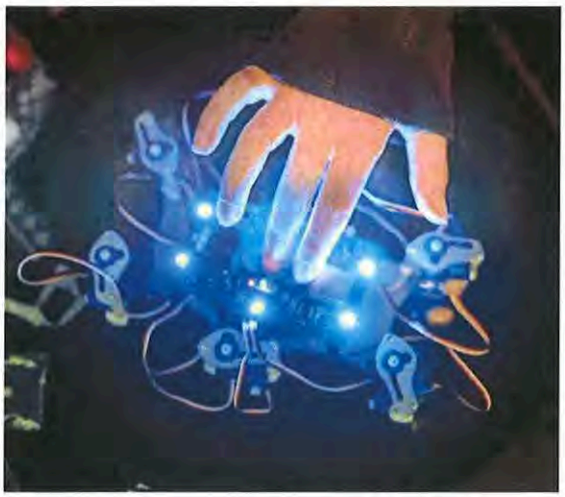
- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Work collaboratively in teams and communicate effectively with peers and instructors
- Practice and use engineering decision-making techniques, think iteratively and learn through trial and error

Classroom Equipment & Software

STEMI Lab LMS, Repl.it, Raspberry Pi, Sensors, Electronics, and Breadboards

MILESTONE C
Shaping Future STEM Leaders

Robotics & Automated Systems (RAS) - Level 1



Robotics and Automated Systems (RAS) 1 features state-of-the-art technologies that rapidly propel students from foundational topics into electromechanical systems, app development, and engineering design. RAS students' critical thinking, collaboration, and communication skills will be tested throughout the program.

Students will have the opportunity to learn about a variety of engineering disciplines, with a focus on robotics and artificial intelligence. They will gain hands-on experience building bio-inspired hexapod robots, mastering mechanical and electrical integration, testing and troubleshooting, and developing mobile applications to control their hexapod. Staying true to Milestone C's mission to shape well-rounded future STEM leaders, RAS is a must for all students regardless of their future aspirations.

Grades: 6-8 | **Duration:** Semester Course

Why Take This Program?

Robotics is interwoven into the fabric of every engineering and scientific industry, from aerospace and automotive to medicine and nuclear physics. Students must learn foundational skills to be ready for the future career market.

Robotics & Automated Systems (RAS) - Level 1 Cont'd

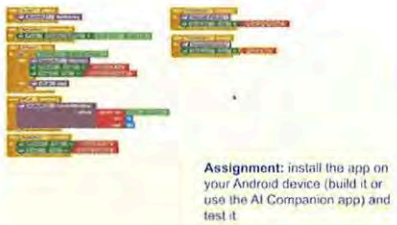
What Do Students Experience?

1. Explore Robotics, AI

- Dive into robotics uses, definition, and breakdown
- Discuss AI and new evolutions of the tech

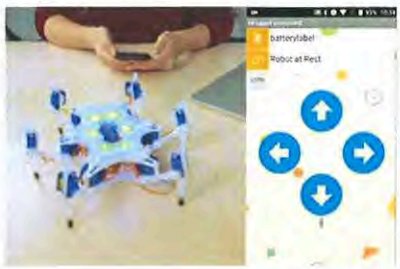
2. Assembly, Testing, and Troubleshooting

- Hexapod Robot Build and Assembly
- Troubleshooting Complex Assembly
- Driving and finetuning the Hexapod Robot



3. App Dev and Block Coding

- Learn coding basics such as loops, variables, commands
- Build app design
- Build App logic and background coding
- Customize and personalization of the app



4. Develop Career Skills

- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Work collaboratively in teams and communicate effectively with peers and instructors
- Practice and use engineering decision-making techniques, think iteratively and learn through trial and error

Classroom Equipment & Software

STEMI Lab LMS, STEMI Lab App, MIT App Inventor, Hexapod Robotics, and MIT AI2 Companion App (Android/Chromebook)/MIT App Inventor App (iOS)

Robotics & Automated Systems (RAS) - Level 2

Robotics and Automated Systems (RAS) 2 dives into 3D modeling, printing, and Arduino programming. Students will modify their hexapods with custom-built parts and automate movements for a robot dance competition. After building these skills, students embark on a design challenge where they will develop, manufacture, program, and integrate custom robotic arms onto their hexapods, creating a lunar rover per engineering requirements. RAS 2 simulates a career in engineering as a NASA supplier introducing schedule and business considerations alongside technical design. During this space exploration hands-on project, student-built lunar rovers compete to deploy, collect, and transport samples to a "home base" on a simulated lunar terrain.

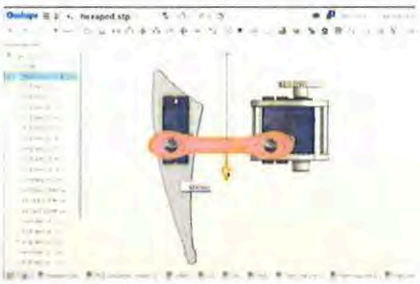
Grades: 6-8 | **Duration:** Semester Course

Why Take This Program?

Modeling and Coding are the way all complex products are made and are the way of Industry 4.0. Digital Twin Representations combined with complex software account for most of our products. Students learning the basics in these areas build their collective knowledge, forming the recipe for future success.

Robotics & Automated Systems (RAS) - Level 2 Cont'd

What Do Students Experience?

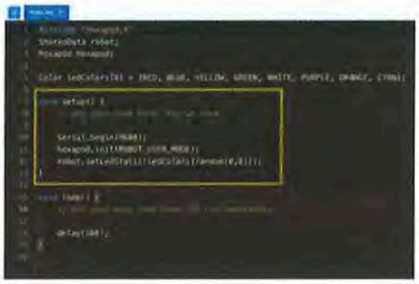


1. 3D modeling, Printing, Rendering

- Basics modeling skills
- Printing parts to change on Hexapod Robot
- Exporting Renders of Designs

2. Arduino Coding

- Coding Basics Using API
- Automation Commands
- Dance Challenge with Hexapod Lights and Movements



3. Robotic Arm Design Challenge

- NASA Moon Rover Narrative
- Business Considerations – Schedule, Technical, Budget
- Design, Modify, Assemble, and Troubleshooting Unique Robotic Arm

4. Develop Career Skills

- Practice and hone 21st-century skills: critical thinking, problem-solving, formal presentation, task management, teamwork, and effective communication
- Work collaboratively in teams and communicate effectively with peers and instructors
- Practice and use engineering decision-making techniques, think iteratively and learn through trial and error

Classroom Equipment & Software

STEMI Lab LMS, STEMI Lab App, STEMI IDE, Onshape modeling program, Hexapod Robotics, 3D printers (School provided), Modelo rendering software, and STEMI Commander App

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Bid/RFP 6027 - Education Services
(Service or Commodity Covered by Contract)

3 year - ending 2023/24
(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 2024)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

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

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

Milestone C LLC
(Name of Company, if applicable)

[signature]
Signature of Individual (or Authorized Signatory)

2/21/2024
Date

David Conelius - CEO
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

Certification

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

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

Full Legal Name and address of Recipient, Vendor, or Contractor: Milestone C LLC
5 Overhead Lane
Woodbridge CT 06525

Print Name and Title of Authorized Representative: David Conelias CEO

Signature of Authorized Representative:

Date: 7/11/2024

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.: 81-5002292

County of New Haven

David Conelias, being first duly sworn, deposes and says that:

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

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 David Conelias	CEO	Milestone C	Both	12/12/85
2 Joshua Gilbert	CTO	Milestone C	Both	08/28/77
3 Kelsey Sewell	Lead Educator	Milestone C	Both	12/22/88

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

Name	Title	DOB	Stock %
1 David Conelias	CEO	12/12/1985	50
2 Joshua Gilbert	CTO	08/28/1977	50
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

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

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Milestone C LLC
Name of Partnership/Business

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

By: David Conelias
Name of General Partner/ Sole Proprietor

5 Chestnut Lane, Woodbridge, CT 06525
Address of Business

State of Connecticut)

81-5002292) SS

County of Fairfield)

David Conelias being duly sworn,

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

Subscribed and sworn to before me this 22 day of Feb. 2024.

Laura Lehrhaupt
(Notary Public)

My Commission Expires: 3/31/24

For Corporation

Witness

Name of Corporate Signatory

Address of Business

Affix Corporate Seal

LAURA LEHRHAUPT
Notary Public, State of Connecticut
My Commission Expires 3/31/2024

By:
Name of Authorized Corporate Officer

Its:
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, 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 corporation duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

_____
Secretary

LIMITED LIABILTY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of_____, a limited liability company organized and existing under the laws of the State of_____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____ , LLC this _____ day of _____, 202__.

_____

Manager/Member

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 None _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

81-5092
Social Security Number
or Federal Identification Number

[signature] / Milestone C
Signature of Individual or Corporate Name

David Conelias
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Milestone C LLC / David Conelias
By: CEO
(Title)
Business Address: 100 Beard Sawmill Rd
(City, State, Zip Code)
Shelton, CT, 06484
Phone: 203-948-0360
Email: Info@milestonec.com
Date: 2/21/2024

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 4/10//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***.

Milestone C, LLC
David Conelias
Joshua Gilbert
5 Chestnut Lane
Woodbridge, CT 06525

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

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Education Department
STEM Program
RFP #8009

The City of Waterbury, Department of *Education* (herein after "City"), is seeking an educational partner that can provide STEM programming with related curricula licenses, classroom materials, and teacher professional learning.

A. Background and Intent

In compliance with Connecticut state law, the City seeks to provide standards-based curriculum in grades 6-12 for Career and Technical Education related to Robotics, Drones, Engineering, and Software Development. Providing these modern courses to WPS students increases their college and career readiness leading to high-wage, high-demand, and high-skill career opportunities.

B. Qualifications

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

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

C. Scope of Services

Schools located in the City of Waterbury.

Vendors must provide curricula, equipment, teacher training and coaching prices per course and provide evidence of same in proposal. Will require annual costs for 2024/2025, 2025/2026 and 2026/2027 school years.

There will be a minimum of 1 section per course with total number of sections to be determined by award. Vendors must include discounts per additional sections that could be awarded.

Curricula

The Curricula must:

a. Align with current equipment/classroom supplies already present in equipment section;
b. At request will be available for trial access to review all courses;
c. Be accessed through a learning management system;
d. Be aligned with NGSS (Next Generation Science Standards);
e. Be unique, engaging, and classroom friendly;
f. Be Project Based Learning;
g. Provide a pathway to earn the Part 107 industry commercial drone certification;
h. Be evaluated through Assessments and Rubrics, Knowledge Checks, Quizzes with open-ended responses, Teacher answer keys, and Project Assessments - Rubrics providing detailed criteria for success including presentation and written products;
i. Certify that any vendor online data management system which houses student data complies with all applicable FERPA laws;
j. Have full school year programs (1-year long course or 2- semester courses).

Equipment/Supplies:
Designed for 22 - 25 students per section for the course itself.

Robotics Materials:
STEMI Hexapod Robotics Platform.
11 hexapod robots and spare parts.
10 hexapods are for the student's use (groups of 2 or 3), and 1 teacher hexapod is for training and example use.

Drones Materials:
10 Syma X5C drones.
FPV mini racing drones.
10+ racing drone parts (custom builds).
Obstacle course materials for set up.
Betaflight.
5 Syma drones.
2 DJI Mini drones.
FPV drone simulators.
Software: Real flight.

Engineering Materials: Kits
Software Used: Nuclear Bricks Continuity Testing, Nuclear Bricks Test and Verification;
Mechanical tools (screwdrivers, Allen wrenches, etc.);
Electrical tools (solder irons, wire snips, etc.);
Storage and organization (bins, compartment boxes, etc.);
Class electronics (radio controller, servo tester, battery charger);
Student kits containing a variety of pre-built materials (balsa wood, motors, servos, wire, electronics, hardware).

Software Development Materials:
20 raspberry pi;
Power supplies;
SD cards;
Cases;

IO boards;
Sensor package;
Storage kits for each student to have hands-on access;
Software: Raspbian;
20 hardware kits to expand functionality are used for the course;
Sense hat.

Professional Learning Plan: To be utilized as needed
The City desires a combination of in-person, video conference, online, and self-taught training. Training occurs during the summer months in preparation for the school year. This includes teachers taking the course on their own acting as the student, with instruction and supplementation.

Additionally, in-person training shall be focused on introduction to topics, teaching methods, and facilitation of project-based learning.

Refresher training is completed with teachers to bring what they have learned in the summer back to the front of their minds and answer any questions that have come up over time.

Each course is allocated 16 hours of Professional Learning for teachers for each course at each school. All courses will be phased in on a semester basis that includes professional learning.

Additional support and coaching opportunities for teachers must available as needed

Also required is teacher support throughout the semester in a variety of ways: email, as well as phone calls to answer questions.

The number of students seeking to take advantage of this curriculum is expected to vary from year to year. The contract shall provide unit pricing on a per course basis. The City, no later than August 30th in any academic year, shall give Contractor notice of the number of courses that it will purchase that academic year to meet student demand. The contractual payment due to Contractor will be determined by the unit price multiplied by the number of courses ordered by the City

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 3 years (7/1/2024-6/30/2027) with an additional 3 (1) year options at the cities discretion.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an “A-“ Best’s Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

3. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).

4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on February 16, 2024**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by February 21, 2024, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Supervisor of Career and Technical Education.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any proprietary information. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations, and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not

participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **1** paper copy of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on February 27, 2024.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

   a. Firm Name
   b. Permanent main office address
   c. Date firm organized.
   d. Legal Form of ownership. If a corporation, indicate where incorporated.
   e. How many years have you been engaged in services you provide under your present name?
   f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

   a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
   b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
      - Organization name and the name, title, address and telephone number of a responsible contact person.
      - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
      - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

      Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
   c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
   d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

   a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
   b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
   c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP as per Attachment E, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The number of students seeking to take advantage of this curriculum is expected to vary from year to year. The contract shall provide unit pricing on a per course basis. The City, no later than August 30th in any academic year, shall give Contractor notice of the number of courses that it will purchase that academic year to meet student demand. The contractual payment due to Contractor will be determined by the unit price multiplied by the number of courses ordered by the City. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

   Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall sealed in a separate envelope marked "Confidential: Cost Proposal".

   Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

   Please respond to the following questions:
   a. Have you ever failed to complete any work awarded to you? If so, where and why?
   b. Have you ever defaulted on a contract? If so, where and why?
   c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
   d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
   e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
   f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 (“Good Jobs Ordinance“), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the “Good Jobs Ordinance“.

M.State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS

Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

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.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
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: _____
_____
_____.

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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_____

SS.:_____

County of_____

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

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

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

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

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

____ 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				
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				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

CITY OF WATERBURY

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, 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 corporation duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

LIMITED LIABILTY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of_____, a limited liability company organized and existing under the laws of the State of_____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____ , LLC this _____ day of _____, 202__.

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

Attachment B Document

- SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8009
For
Stem Program
between
The City of Waterbury, Connecticut
and

_____

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and _____, located at _____ (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 8009 for a standards-based STEM curriculum for Waterbury Public Schools grades 6-12 for career and technical education related to robotics, drones, engineering, and software development, including all related curricula, licenses, classroom materials, and teacher professional learning; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 8009; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide a standards-based STEM curriculum for Waterbury Public Schools grades 6-12 (to be conducted at Wilby, Kennedy, Crosby, Waterbury Career Academy, Waterbury Arts Magnet School, Wallace, North End, and West Side schools) for career and technical education related to robotics, drones, engineering, and software development, including all related curricula, licenses, all related classroom materials, and teacher professional learning,

as detailed and described in the Bid Documents in Attachment A and which are hereby made material provisions of this Contract. The curriculum must:

1. Align with current equipment/classroom supplies already present in equipment section;
2. At request will be available for trial access to review all courses;
3. Be accessed through a learning management system;
4. Be aligned with NGSS (Next Generation Science Standards);
5. Be unique, engaging, and classroom friendly;
6. Be Project Based Learning;
7. Provide a pathway to earn the Part 107 industry commercial drone certification;
8. Be evaluated through Assessments and Rubrics, Knowledge Checks, Quizzes with open-ended responses, Teacher answer keys, and Project Assessments – Rubrics providing detailed criteria for success including presentation and written products;
9. Certify that any vendor online data management system which houses student data complies with all applicable FERPA laws;
10. Have full school year programs (1-year long course or 2- semester courses)

as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 8009 (attached hereto)
1.1.2 _____ Quote dated _____ (attached hereto)
1.1.3 _____ Response to RFP No. 8009 (attached hereto)
1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.5 Certificates of Insurance, incorporated by reference
1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.7 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 _____ Quote dated _____ (attached hereto).
1.2.3 _____ Response to RFP No. 8009 (attached hereto)

1.2.4 The City's solicitation documents, RFP No. 8009.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to

indicate and convey understanding of all terms and conditions for performance of the Work.

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

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

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

5. Contract Time. The term of this Contract shall be for a period commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating June 30, 2027, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for three separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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

INSERT COMPENSATION TERMS

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

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 8009 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall

assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State

statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

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

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

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

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

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability: EL Each Accident **$1,00,000.00,** EL Disease Each Employee **$1,00,000.00,** EL Disease Policy Limit **$1,00,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **$1,000,000.00** each occurrence and **$1,000,000.00** Aggregate.

9.4.5 Professional Liability / E&O Insurance: $1,000,000.00 each wrongful act, **$1,000,000.00** Aggregate coverage.

9.4.6 Cyber / Privacy / Network Insurance: $1,000,000.00 each Occurrence, **$1,000,000.00** Aggregate.

Additional Insured Language: The City of Waterbury and its Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

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

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

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **" The City of Waterbury and its Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation**

and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability." The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, and the Federal American Recovery and Reinvestment Act of 2009 as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

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

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

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

12. Intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to

the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

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

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

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

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

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

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

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

Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

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

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any

amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

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

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

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

25. Contract Change Orders.

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

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

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment

amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 8009 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 8009.

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

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

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

28. Binding Agreement. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall he 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:

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

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also he 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 "The City of Waterbury Code of Ordinances *Revised 12/31/19".* For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

(signature page follows)

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____

Print name: Neil M. O'Leary, Mayor

Sign:_____ Date:_____

Print name:

WITNESSES:

Sign:_____ By:_____

Print name:

Its:_____

Sign:_____ Date:_____

Print name:

ATTACHMENT A

1. The City's solicitation documents, RFP No. 8009 (attached hereto)
2. Bidder’s Quote dated _____ (attached hereto)
3. Bidder’s Response to RFP No. 8009 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email:_____
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Education Department
STEM Program
RFP #8009

Attachment D
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 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 coverage 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**
Cyber/Privacy/Network:	**$1,000,000 each Occurence** **$1,000,000 Aggregate**

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

Attachment E Document

- COST PROPOSAL

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Education Department
STEM Program
RFP #8009

ATTACHMENT E - COST PROPOSAL
(Must be submitted as part of the Proposal in a separate sealed envelope marked "Confidential: Price Proposal.")

Date: _____

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

Sir:

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

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)
_____

_____

_____

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

	Price Sheet 2024/2025 – 2026/2027	
Course	**Line Item**	**Cost**
Robotics	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

Course	**Line Item**	**Cost**
Drones	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

Course	**Line Item**	**Cost**
Engineering	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

Course	**Line Item**	**Cost**
Software	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

	Price Sheet Optional (3) 1 year extensions	
Course	**Line Item**	**Cost**
Robotics	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

Course	**Line Item**	**Cost**
Drones	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

Course	**Line Item**	**Cost**
Engineering	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

Course	**Line Item**	**Cost**
Software	Program Licensing Per Site	$
	LMS Pricing - Per Student Per Semester	$
	Professional Development Rate - Per Hour	$
	Support and Coaching Per Teacher	$
	Equipment	$

The number of students seeking to take advantage of this curriculum is expected to vary from year to year. The contract shall provide unit pricing on a per course basis. The City, no later than August 30th in any academic year, shall give Contractor notice of the number of courses that it will purchase that academic year to meet student demand. The contractual payment due to Contractor will be determined by the unit price multiplied by the number of courses ordered by the City

_____ Social Security Number or Federal Identification Number

_____ Signature of Individual or Corporate Name

Company Name	Corporate Officer (if applicable)
	By: _____ (Title)
	(Business Address)
	(City, State, Zip Code)
Date: _____	Email: _____

END OF ATTACHMENT E

#6a

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Adelbrook Inc. (CRT-24-065)**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Adelbrook Inc.** The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $2,653,465.31 for a three-year term. The purpose of this agreement is to provide services to a student placed with **Adelbrook Inc.** and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
ADELBROOK, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **ADELBROOK, INC.**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and a duly registered State of Connecticut corporation doing business at 60 Hicksville Road, Cromwell, Connecticut 06416 ("Provider") (together, the "Parties").

WHEREAS, Provider is a private education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. <u>Scope of Services</u>.

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

1.2. Provider agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement

Team (PPT). All other activities that the Provider choose to offer the student that are part of the Provider's special education programming but that are outside of the IEP shall be the responsibility of the Provider.

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

1.4. The Provider shall attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from Provider. If necessary to ensure the attendance of all required participants, a PPT meeting may be held virtually via a telephone or video conference.

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

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

1.6.1. Notwithstanding the foregoing, the Provider may withdraw a student from the program, as an Emergency Withdrawal (as defined below), upon notice to the City and the student's parents or legal guardians and an emergency PPT meeting to change the student's placement. The Provider shall provide any supportive documents as part of the review of records during the emergency PPT and any other necessary documentation requested by the City. An Emergency Withdrawal, for purposes of this Contract, shall be in the event the student engages in violent behavior, behavior that creates a risk of serious harm or injury to staff or other students, or is in possession of a weapon.

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

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

1.9. Provider shall immediately notify the student's parents and/or guardian and the City's Director of Special Education (see Section 18 "Notices") in the event of an emergency or injury, concerning or involving the student.

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option Period"), upon the same terms and conditions as set forth herein, by giving notice to Provider sixty (60) days prior to the end of the Initial Term. No agency or individual can increase the specified number or length of school days (not including inclement weather and/or other school-wide early dismissal, delayed opening, or closure), without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

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

3. Payment.

3.1. The City shall pay Provider an amount up to Two Million Six Hundred Fifty-Three Thousand Four Hundred Sixty-Five Dollars and Thirty-One Cents ($2,653,465.31) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each student's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days the student is enrolled at said facility and/or specified hours of required specialized instruction and related services. If the student attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days the student is enrolled by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The Provider's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days the student is enrolled and provision of the educational program, supports and related services as

identified in each student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Provider shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Provider under this Agreement.

3.3. At any time deemed necessary, the City may add or withdraw students from the Provider's program or add or reduce any services required by each student, in accordance with each student's IEP, which may be amended from time to time. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.3.1. In the event the City withdraws a student from the Provider's program, the City shall provide an alternative placement for the student. The City shall pay the Provider for the services through the date the student is withdrawn from the Provider's program.

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

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

3.6. In the event that any student enters Provider's facility at a time subsequent to the beginning of the school term or should withdraw from Provider's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. Provider shall provide the City with a yearly rate per student as mandated by the State of Connecticut. The daily rate per student shall be calculated by dividing the annual rate by the days each student is required to attend Provider's program as indicated on each student's IEP. Provider shall provide the City with a monthly attendance log and the City shall only be responsible to pay Provider for days the student is enrolled, or in which Provider is providing services. In the case of student absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Provider's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Provider for school days

enrolled as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate Provider in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to Provider such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Providers facility. Provider shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of enrolled students and to enable the City to make judgments concerning those needs and the desirability of continuing the student's placement in Provider's program. Provider and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the student's parent or guardian.

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

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

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider to repopulate accessible data following a disaster recovery. The Board may request that the Provider delete Student Data by submitting a written request to the Provider. Unless the requested deletion of Student is prohibited, the Provider shall, within two (2) business days

of receiving such a request, delete the requested Student Data and provide the Board with 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4. A student, parent or legal guardian of a student may request to review personally identifiable information contained in Student Data in the Provider's possession and may request the Provider to correct any erroneous information, if any, in such Student Data. If the Provider receives a request to review Student Data in the Provider's possession directly from a student, parent, or guardian, the Provider shall refer the requestor to the Board and shall within two (2) business days of receiving such a request, notify the Board. The Provider 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 Provider, and, if appropriate correct any erroneous information therein.

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

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

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

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

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

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

6. **Confidentiality/FERPA.**

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

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. **Indemnification.**

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

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

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Provider or any

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether

such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to Provider. If this Agreement is terminated by the City as provided herein, Provider will be paid an amount for the services actually performed and provided for under this Agreement through the later of the effective date of termination or the Student's last day of enrollment in the Provider's program. The City shall provide an alternative placement for the student(s) affected by the termination of the Agreement, and the Provider shall participate in the change of placement PPT meeting.

13.4. Termination by Provider Related to Safety. Provider may terminate this Agreement and withdraw the Student from its program, upon twenty-four (24) hours prior notice to the City, and the Student's parents or legal guardian in the event the Student engages in violent behavior, behavior that creates a risk of serious harm or injury to staff or other students, is in possession of a weapon, illegal drugs or alcohol, or other contraband in violation of Provider's policies, or Provider has determined in its sole discretion that it is unable to provide sufficient resources for continued placement of the Student. Notwithstanding the foregoing, the Provider shall not terminate this Agreement or

withdraw a Student from its program prior to an Emergency PPT meeting to arrange for another placement for the Student.

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

13.5. The Provider therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay Provider is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law. In the event of termination for lack of funding, the City shall immediately notify the Provider, in writing and take such action to identify an alternative placement for any and all enrolled students affected by the lack of funding. The City shall remain obligated to pay the Provider for the services for enrolled students until the date the student is withdrawn from the Provider's program.

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

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

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall

promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. Subcontracting.

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

15.2. The Provider 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 Provider.

16. Assignability. The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. 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 Provider, 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:

Provider: Adelbrook, Inc.
60 Hicksville Road
Cromwell, CT 06416

City: The City of Waterbury
Board of Education
c/o Director of Special Education
wendy.johns@waterbury.k12.ct.us

203-346-3505 ext. 11181
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider 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 Agreement on the dates signed below.

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

Date: _____

WITNESSES:

_____
Print name

_____
Print name

ADELBROOK, INC.

By: _____

_____, Duly authorized

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Adelbrook, Inc.
(Consisting of ____ page(s))

2024 - 2025 School Calendar
Special Education rate per year

#6b

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Boys and Girls Village Inc**. **(CRT 24-062)**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Boys and Girls Village Inc**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $898,471.37 for a three-year term. The purpose of this agreement is to provide services to a student placed with **Boys and Girls Village Inc**. and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
BOYS & GIRLS VILLAGE, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **BOYS & GIRLS VILLAGE, INC.**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and a duly registered State of Connecticut Corporation doing business at 528 Wheelers Farms Road, Milford, CT 06461 ("Provider") (together, the "Parties").

WHEREAS, Provider is a private education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

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

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

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

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

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

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

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

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

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option

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

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

3. Payment.

3.1. The City shall pay Provider an amount up to Eight Hundred Ninety-Eight Thousand Four Hundred Seventy-One Dollars and Thirty-Seven Cents ($898,471.37) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

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

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

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

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

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

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

4. Records/Reports.

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

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

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

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

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

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

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

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

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

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

6. **Confidentiality/FERPA.**

6.1. Provider 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. Provider shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education

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

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. Indemnification.

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

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

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Provider their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Provider and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or

improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no

owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any

reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

13.2. Notwithstanding the above, Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Provider, and

the City may withhold any payments to Provider for the purpose of setoff until such time as the exact amount of damages due the City from Provider is determined.

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

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

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

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

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

14. **Delivery of Documents.** In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. **Subcontracting.**

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

15.2. The Provider 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 Provider.

16. **Assignability.** The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. **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 Provider, 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:

Provider:	Boys & Girls Village, Inc. 528 Wheelers Farms Road Milford, CT 06461
City:	The City of Waterbury Board of Education

c/o Director of Special Education
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page Follows]

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

WITNESSES:

CITY OF WATERBURY

_____
Print name

By:_____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

_____
Print name

Date:_____

WITNESSES:

BOYS & GIRLS VILLAGE, INC.

_____
Print name

By:_____

_____, Duly authorized

_____
Print name

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Boys & Girls Village, Inc.
(Consisting of ____ page(s))

2024 - 2025 School Calendar
Special Education rate per year

#6c

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Cooperative Educational Services- CES (CRT 24-064)**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Cooperative Educational Services- CES (CRT 24-064) - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $764,510.00 for a three-year term. The purpose of this agreement is to provide services to a student placed with **Cooperative Educational Services- CES (CRT 24-064) OOD Spec. Ed Placement** and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
COOPERATIVE EDUCATIONAL SERVICES

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **COOPERATIVE EDUCATIONAL SERVICES**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and a regional educational service center organized and existing pursuant to Connecticut General Statutes §§10-66a et seq., doing business at 40 Lindeman Drive, Trumbull, Connecticut 06611 ("Provider") (together, the "Parties").

WHEREAS, Provider is a private education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

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

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

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

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

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

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

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

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

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option

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

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

3. Payment.

3.1. The City shall pay Provider an amount up to Seven Hundred Sixty-Four Thousand Five Hundred Ten Dollars ($764,510.00) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

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

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

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

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

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

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

4. Records/Reports.

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

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

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

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

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

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

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

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

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

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

6. **Confidentiality/FERPA.**

6.1. Provider 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. Provider shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education

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

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. Indemnification.

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

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

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Provider their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Provider and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or

improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no

owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any

reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

13.2. Notwithstanding the above, Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Provider, and

the City may withhold any payments to Provider for the purpose of setoff until such time as the exact amount of damages due the City from Provider is determined.

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

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

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

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

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

14. **Delivery of Documents.** In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. **Subcontracting.**

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

15.2. The Provider 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 Provider.

16. **Assignability.** The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. **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 Provider, 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:

Provider:	Cooperative Educational Services 40 Lindeman Drive Trumbull, CT 06611
City:	The City of Waterbury Board of Education

c/o Director of Special Education
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page Follows]

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

WITNESSES:

CITY OF WATERBURY

_____
Print name

By:_____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

_____
Print name

Date:_____

WITNESSES:

COOPERATIVE EDUCATIONAL SERVICES

_____
Print name

By:_____

_____, Duly authorized

_____
Print name

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Cooperative Educational Services
(Consisting of ____ page(s))

2024 - 2025 School Calendar
Special Education rate per year

#6d

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Capitol Region Education Council (CREC) CRT 24-066**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Capitol Region Education Council (CREC)**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $985,790.00 for a three-year term. The purpose of this agreement is to provide services to a student placed with **Capitol Region Education Council (CREC)** and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
CAPITOL REGION EDUCATION COUNCIL

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **CAPITOL REGION EDUCATION COUNCIL**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and a regional educational service center organized and existing pursuant to Connecticut General Statutes § 10-66a et. Seq. doing business at 111 Charter Oak Avenue, Hartford, Connecticut 06106 ("Provider") (together, the "Parties").

WHEREAS, Provider is a ~~private~~ public education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

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

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

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

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

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

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

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

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

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option

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

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

3. Payment.

3.1. The City shall pay Provider an amount up to Nine Hundred Eighty-Five Thousand Seven Hundred Ninety Dollars ($985,790.00) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

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

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

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

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

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

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

4. Records/Reports.

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

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

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

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

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

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

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

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

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

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

6. Confidentiality/FERPA.

6.1. Provider 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. Provider shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education

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

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. Indemnification.

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

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

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Provider their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Provider and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or

improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no

owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.**" The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any

reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

13.2. Notwithstanding the above, Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Provider, and

the City may withhold any payments to Provider for the purpose of setoff until such time as the exact amount of damages due the City from Provider is determined.

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

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

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

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

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

14. **Delivery of Documents.** In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. **Subcontracting.**

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

15.2. The Provider 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 Provider.

16. **Assignability.** The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. **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 Provider, 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:

Provider:	Capitol Region Education Council 111 Charter Oak Avenue Hartford, CT 06106
City:	The City of Waterbury Board of Education

c/o Director of Special Education
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider 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 Agreement on the dates signed below.

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

Date:_____

WITNESSES:

Pierrette Centeno
Print name

Rebekah J Van Anden
Print name

CAPITOL REGION EDUCATION COUNCIL

By:_____

Sandra A. Cruz-Serrano, Duly authorized
Deputy Executive Director

Date: 5.1.2024

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Capitol Region Education Council
(Consisting of 2 page(s))

2023 - 2024 School Calendar
Special Education rate per year

CREC
Capitol Region Education Council

TUITION AND SERVICE RATES
2024 - 2025

Student Services		**# of Days**	**Per Day***	**Per Year Day*# of Days**
River Street School				
Tuition				
Summer Program		29	303.42	8,799.18
Summer Program - Voc		29	306.84	8,898.36
School Day Program		180	507.24	91,303.20
School Day Program - Voc		180	510.60	91,908.00
1:1 Paraprofessional				
Summer Program (Based on 6 hours)		29	243.90	7,073.10
Summer Extended Day Program - Until 5:00 PM	2.50	29	87.35	2,533.15
School Day Program (Based on 6 hours)		180	348.48	62,726.40
Extended Day Program - Until 5:00 PM	2.50	180	100.15	18,027.00
Extended Day Program				
Summer - Until 5:00 PM	2.50	29	117.93	3,419.97
Academic - Until 5:00 PM	2.50	180	117.93	21,227.40
Extended Service Model				
Summer Program (Based on 6 hours @ $80.15)	July - Sept	13	550.56	7,157.28
Summer After School Program (Based on 2.5 hours @ $85.76)		13	229.40	2,982.20
Fall Program (Based on 6 hours @ $133.81)	Sept - June	18	859.08	15,463.44
Fall Program (Based on 8.5 hours @ $133.81)		18	1,217.03	21,906.54
Transportation		209	90.16	18,843.44
Residential Program(Group Home)				
School Day Tuition		180	507.24	91,303.20
Extended Day Program		209	117.93	24,647.37
Summer Tuition		29	303.42	8,799.18
Total Residential Tuition Rate**	**Without Voc. Service			124,749.75
Total Residential Tuition Rate with Voc Services				125,453.73
Autism Program - Birken	$144.13 per hour			
6 Hours per Day		209	925.32	193,391.88
6 Hours per Day		240	925.32	222,076.80
8 Hours per Day		209	1,233.76	257,855.84
8 Hours per Day		240	1,233.76	296,102.40

CREC
Capitol Region Education Council

TUITION AND SERVICE RATES
2024 - 2025

Student Services		**# of Days**	**Per Day***	**Per Year Day*# of Days**
Integrated Program Model				
Sessions provided at Hospital for Special Care (HSC)	$243.40 per Hour			
2.00 Hours/Week	$486.80	$ 2,920.80	18,498.40	$ 21,419.20
1.75 Hours/Week	$425.95	$ 2,555.70	16,186.10	$ 18,741.80
1.50 Hours/Week	$365.10	$ 2,190.60	13,873.80	$ 16,064.40
1.25 Hours/Week	$304.25	$ 1,825.50	11,561.50	$ 13,387.00
1.00 Hour/Week	**$243.40**	$ 1,460.40	9,249.20	$ 10,709.60
0.75 Hours/Week	$182.55	$ 1,095.30	6,936.90	$ 8,032.20
0.50 Hours/Week	$121.70	$ 730.20	4,624.60	$ 5,354.80
0.25 Hours/Week	$60.85	$ 365.10	2,312.30	$ 2,677.40
Integrated Program Model Therapy Services		**6 Weeks**	**38 Weeks**	**44 Weeks**
Occupational Therapy/Physical Therapy	$137.39 per Hour	Summer	School Year	Full Year
2.00 Hours/Week	$274.78	$ 1,648.68	10,441.64	$ 12,090.32
1.75 Hours/Week	$240.43	$ 1,442.60	9,136.44	$ 10,579.03
1.50 Hours/Week	$206.09	$ 1,236.51	7,831.23	$ 9,067.74
1.25 Hours/Week	$171.74	$ 1,030.43	6,526.03	$ 7,556.45
1.00 Hour/Week	**$137.39**	$ 824.34	5,220.82	$ 6,045.16
0.75 Hours/Week	$103.04	$ 618.26	3,915.62	$ 4,533.87
0.50 Hours/Week	$68.70	$ 412.17	2,610.41	$ 3,022.58
0.25 Hours/Week	$34.35	$ 206.09	1,305.21	$ 1,511.29
Music Therapy	$137.39 per Hour	Summer	School Year	Full Year
2.00 Hours/Week	$274.78	$ 1,648.68	10,441.64	$ 12,090.32
1.75 Hours/Week	$240.43	$ 1,442.60	9,136.44	$ 10,579.03
1.50 Hours/Week	$206.09	$ 1,236.51	7,831.23	$ 9,067.74
1.25 Hours/Week	$171.74	$ 1,030.43	6,526.03	$ 7,556.45
1.00 Hour/Week	**$137.39**	$ 824.34	5,220.82	$ 6,045.16
0.75 Hours/Week	$103.04	$ 618.26	3,915.62	$ 4,533.87
0.50 Hours/Week	$68.70	$ 412.17	2,610.41	$ 3,022.58
0.25 Hours/Week	$34.35	$ 206.09	1,305.21	$ 1,511.29
Speech & Language Therapy	$140.65 per Hour	Summer	School Year	Full Year
2.00 Hours/Week	$281.30	$ 1,687.80	10,689.40	$ 12,377.20
1.75 Hours/Week	$246.14	$ 1,476.83	9,353.23	$ 10,830.05
1.50 Hours/Week	$210.98	$ 1,265.85	8,017.05	$ 9,282.90
1.25 Hours/Week	$175.81	$ 1,054.88	6,680.88	$ 7,735.75
1.00 Hour/Week	**$140.65**	$ 843.90	5,344.70	$ 6,188.60
0.75 Hours/Week	$105.49	$ 632.93	4,008.53	$ 4,641.45
0.50 Hours/Week	$70.33	$ 421.95	2,672.35	$ 3,094.30
0.25 Hours/Week	$35.16	$ 210.98	1,336.18	$ 1,547.15

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.: CREC EIN # 06-0853106

County of Hartford

Sandra A. Cruz-Serrano, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Deputy Executive Director of Capitol Region Education Council (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Greg J. Florio	Executive Director	NONE	Education	
2 Sandra A. Cruz-Serrano - Duputy Executive Director		NONE	Education	
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 NONE			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 NONE				
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:

Pierrette Centero
Witness

Capitol Region Education Council
Name of Partnership/Business

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

By: Sandra A. Cruz-Serrano
Name of General Partner/ Sole Proprietor

111 Charter Oak Avenue; Hartford, CT 06106
Address of Business

State of Connecticut)

) SS EIN # 06-0853106

County of Hartford)

_____ being duly sworn,

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

Subscribed and sworn to before me this 2 day of May 2024.

Debra Marie Wilson, Notary Public
My Commission Expires 10-31-2025

(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 _____)

) 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 _____ 20___.

_____

(Notary Public)

My Commission Expires: _____

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

CREC Student Service Programs Contract (CRT19-051) $550,419.66

(Service or Commodity Covered by Contract)

07/01/2019-06/30/2022 plus two year additional years (22-23) (23-24)

(Term of Contract)

SCHOOL PSYCHOLOGICAL SERVICES - $401,036.52 plus February- June 2024

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

PO 213156 - Invoice 24337101 CATALYST COMMUNITY GRADE 6-12 $3,600.00

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

Workshops PO 242126 & 217074 - $200.00

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

Magnet School Services - $11,985.23 plus any evaluations through June 2024.

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

Teacher Residency Program Partnership Fee - $43,000.00

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
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 §§38.065 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.

Capitol Region Education Council

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

5.1.2024

Date

Sandra A. Cruz-Serrano, Deputy Executive Director

Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐ Emailed X

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: Capitol Region Education Council
111 Charter Oak Avnue
Hartford, CT 06106

Print Name and Title of Authorized Representative: Sandra A. Cruz-Serrano, Deputy Executive Director

Signature of Authorized Representative:

Date: 5.1.2024

Client#: 1263648 CAPITREG6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2024

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
USI Insurance Services LLC
530 Preston Avenue
Meriden, CT 06450
855 874-0123

CONTACT NAME: Lynette Haaf
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 203 634-5701
E-MAIL ADDRESS: lynette.haaf@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Safety National Casualty Corp	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Capitol Region Education Council
111 Charter Oak Avenue
Hartford, CT 06106

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:	X	X	PHPK2569214	07/01/2023	07/01/2024	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 $100,000 $5,000 $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		X	PHPK2569214	07/01/2023	07/01/2024	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			PHUB869376	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
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	X	SP4066938 Self-Insured Retention $700,000	07/01/2023	07/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liab			PHPK2569214	07/01/2023	07/01/2024	$1,000,000/$3,000,000	
A	Abuse/Molestation			PHPK2569214	07/01/2023	07/01/2024	$1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Out of District Placement. July 1st, 2024-June 30th, 2027.
The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Waterbury and 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.
Designated Insured status applies to the Auto Liability coverage. The General Liability and Auto Liability
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Waterbury and the
Waterbury Board of Education
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

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DESCRIPTIONS (Continued from Page 1)

policies contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Auto, and Workers Compensation policies provides a Waiver of Subrogation when required by written contract.

#6e

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **FTN CT Holdings, LLC dba Solterra Academy (CRT 24-067)**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **FTN CT Holdings, LLC dba Solterra Academy.** The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $1,001,275.00 for a three-year term. The purpose of this agreement is to provide services to a student placed with **FTN CT Holdings, LLC dba Solterra Academy** and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
FTN CT HOLDINGS, LLC DBA SOLTERRA ACADEMY

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **FTN CT HOLDINGS, LLC DBA SOLTERRA ACADEMY**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and a duly registered Limited Liability Company doing business at 300 John Downey Drive, New Britain, CT 06051 ("Provider") (together, the "Parties").

WHEREAS, Provider is a private education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

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

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

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

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

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

1.6. Provider shall not withdraw any child from the program for any reason, without providing the City with thirty (30) days prior written notice. In the event of a severe safety risk, a child may be withdrawn with less than thirty (30) days prior written notice to the City, but in no event shall the child be withdrawn prior to a PPT recommendation for a new placement.

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

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

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option Period"), upon the same terms and conditions as set forth herein, by giving notice to Provider sixty (60) days prior to the end of the Initial Term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

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

3. Payment.

3.1. The City shall pay Provider an amount up to One Million One Thousand Two Hundred Seventy-Five Dollars ($1,001,275.00) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

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

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

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

3.5. The Provider shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to monthly progress reports and detailed Medicaid logs including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed the service and/or supervises the service. The Provider shall provide the City with the information required by this Section 3.5. in hard copy format for City employees to enter electronically. The Provider acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Provider pursuant to this Agreement.

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

4. Records/Reports.

4.1. The City hereby agrees to provide to Provider such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Providers facility. Provider shall provide evaluative reports that may be required to keep the City duly informed concerning

the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Provider's program. Provider and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

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

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

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

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

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

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

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

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

6. **Confidentiality/FERPA.**

6.1. Provider 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. Provider shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and

Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. **Indemnification.**

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

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

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Provider their

officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Provider and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days

prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

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

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

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

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

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

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

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall deliver to the City within thirty (30) days, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. Subcontracting.

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

15.2. The Provider 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 Provider.

16. Assignability. The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. 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 Provider, 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:

Provider: FTN CT Holdings, LLC dba Solterra Academy
300 John Downey Drive
New Britain, CT 06051

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider records and files related to the performance of this Contract and

those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page Follows]

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

WITNESSES:

CITY OF WATERBURY

_____
Print name

By: _____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

_____
Print name

Date: _____

WITNESSES:

FTN CT HOLDINGS, LLC
DBA SOLTERRA ACADEMY

_____
Print name

By: _____

_____, Duly authorized

_____
Print name

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
FTN CT Holdings, LLC dba Solterra Academy
(Consisting of ____ page(s))

2024 - 2025 School Calendar
Special Education rate per year

#6f

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **The Connecticut Institute for the Blind (Oak Hill)- OOD Spec. Ed Placement (CRT 24-061)**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **The Connecticut Institute for the Blind (Oak Hill)- OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $6,960,737.52 for a three-year term. The purpose of this agreement is to provide services to a student placed with **The Connecticut Institute for the Blind (Oak Hill)- OOD Spec. Ed Placement** and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
THE CONNECTICUT INSTITUTE FOR THE BLIND, INC. DBA OAK HILL

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **THE CONNECTICUT INSTITUTE FOR THE BLIND, INC. DBA OAK HILL**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and an institution organized and existing under the laws of the State of Connecticut, duly registered as a Connecticut corporation, and having its principal place of business at 120 Holcombe Street, Hartford, Connecticut 06112 ("Provider") (together, the "Parties").

WHEREAS, Provider is a private education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

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

the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

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

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

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

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

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

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

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

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option Period"), upon the same terms and conditions as set forth herein, by giving notice to Provider sixty (60) days prior to the end of the Initial Term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

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

3. Payment.

3.1. The City shall pay Provider an amount up to **Seven Million Six Hundred Fifty-Six Thousand Eight Hundred Eleven Dollars and Twenty-Seven Cents ($7,656,811.27)** for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

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

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the Provider

facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

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

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

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

4. Records/Reports.

4.1. The City hereby agrees to provide to Provider such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the

responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Providers facility. Provider shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Provider's program. Provider and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

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

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

5. <u>Student Data Requirements</u>.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

5.4. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Provider receives a request to review Student Data in the

Provider's possession directly from a student, parent, or guardian, the Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Provider 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 Provider, and correct any erroneous information therein.

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

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

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

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

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

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

6. **Confidentiality/FERPA.**

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

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with

a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. **Indemnification.**

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

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

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Provider their

officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Provider and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days

prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

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

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

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

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

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

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

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. Subcontracting.

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

15.2. The Provider 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 Provider.

16. Assignability. The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. 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 Provider, 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:

Provider: The Connecticut Institute for the Blind, Inc., dba Oak Hill
120 Holcombe Street
Hartford, CT 06112

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider records and files related to the performance of this Contract and

those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page Follows]

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

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

Date:_____

WITNESSES:

_____
Print name

_____
Print name

THE CONNECTICUT INSTITUTE FOR THE BLIND, INC. DBA OAK HILL

By:_____

_____, Duly authorized

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
The Connecticut Institute for the Blind, Inc. dba Oak Hill
(Consisting of 1 page(s))

2024 - 2025 School Calendar
Special Education rate per year

Student Name	Date of Birth	1:1 or LPN	Hours of Service	Daily 1:1 Support Cost	Tuition	Total Transportation costs	Total Due
[redacted]	[redacted]	Yes	5.50	198.94	101,191.44	0.00	150,527.32
[redacted]	[redacted]	Yes	6.00	434.16	101,191.44	0.00	208,863.12
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40
[redacted]	[redacted]	Yes	5.50	198.94	101,191.44	0.00	150,527.32
[redacted]	[redacted]	Yes	3.50	126.60	101,191.44	0.00	132,587.00
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40
[redacted]	[redacted]	Yes	7.00	253.19	101,191.44	61,566.00	225,548.56
[redacted]	[redacted]	Yes	5.50	198.94	101,191.44	0.00	150,527.32
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40
[redacted]	[redacted]	Yes	6.00	217.02	101,191.44	0.00	155,012.40

Grand Total: $2,320,245.84

#6g

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **University of St. Joseph- Gengras Center (CRT 24-063)**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **University of St. Joseph- Gengras Center**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $ $1,274,350 for a three-year term. The purpose of this agreement is to provide services to a student placed with **University of St. Joseph- Gengras Center** and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
UNIVERSITY OF SAINT JOSEPH

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **UNIVERSITY OF SAINT JOSEPH**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and a duly registered State of Connecticut corporation doing business at 1678 Asylum Avenue, West Hartford, Connecticut 06117 ("Provider") (together, the "Parties").

WHEREAS, Provider is a private education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

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

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

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

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

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

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

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

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

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option

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

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

3. Payment.

3.1. The City shall pay Provider an amount up to One Million Two Hundred Seventy-Four Thousand, Three Hundred Fifty Dollars ($1,274,350.00) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

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

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

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

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

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

**The Provider agrees to enter Medicaid information directly into CT-SEDS or to provide service logs and verification by email as done in previous years.

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

4. Records/Reports.

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

program. Provider and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

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

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

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

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

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

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

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

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

6. **Confidentiality/FERPA.**

6.1. Provider 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. Provider shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and

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

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. Indemnification.

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

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

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Provider their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Provider and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or

improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no

owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any

reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

13.2. Notwithstanding the above, Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Provider, and

the City may withhold any payments to Provider for the purpose of setoff until such time as the exact amount of damages due the City from Provider is determined.

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

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

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

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

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

14. **Delivery of Documents.** In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. **Subcontracting.**

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

15.2. The Provider 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 Provider.

16. **Assignability.** The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. **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 Provider, 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:

Provider:	University of Saint Joseph 1678 Asylum Avenue West Hartford, CT 06117
City:	The City of Waterbury Board of Education

c/o Director of Special Education
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

_____
Print name

By: _____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

_____
Print name

Date: _____

WITNESSES:

UNIVERSITY OF SAINT JOSEPH

_____
Print name

By: _____

_____, Duly authorized

_____
Print name

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
University of Saint Joseph
(Consisting of ____ page(s))

2024 - 2025 School Calendar
Special Education rate per year

#6h

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: June 3, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **Wheeler Clinic (CRT 24-068)**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Wheeler Clinic.** The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of $327,690.00 for a three-year term. The purpose of this agreement is to provide services to a student placed with **Wheeler Clinic** and will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
WHEELER CLINIC, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **WHEELER CLINIC, INC.**, a provider of special education services, as that term is defined Section 10-91g of the Connecticut General Statutes and a duly registered State of Connecticut Corporation doing business at 91 Northwest Drive, Plainville, CT 06062 ("Provider") (together, the "Parties").

WHEREAS, Provider is a private education institution specializing and licensed in the education of children with disabilities;

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

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

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

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

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

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

1.3. The City shall provide the Provider with information needed to access appropriate IEP Systems, including but not limited to CT-SEDS, or the current electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the IEP, as revised and effective July 1, 2024, and update as required to include the following:

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

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

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

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

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

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

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

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2024, and terminating on June 30, 2027, or any part thereof (the "Initial Term"). The City shall have the option to extend this Agreement for two (2) additional years (the "Option

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

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

3. Payment.

3.1. The City shall pay Provider an amount up to Three Hundred Twenty Seven Thousand Six Hundred Ninety Dollars ($327,690.00) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

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

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

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

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

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

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

4. Records/Reports.

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

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

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

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

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

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

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

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

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

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

6. **Confidentiality/FERPA.**

6.1. Provider 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. Provider shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education

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

6.2. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

6.3. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

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

7. Criminal Background Check and DCF Registry Check.

7.1. The Provider 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 may be 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 Provider 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 Provider shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Provider agrees the "direct contact" shall include the Provider 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.

8. Representation Regarding Qualifications.

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

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

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

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

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

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

10. Indemnification.

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

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

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

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

10.5. The City shall indemnify and hold harmless Provider, and their agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from any of the City's obligations under this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses are caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.6. The City assumes all risk with regards to its obligations as set forth in this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the Provider their officers, subcontractors, agents or employees. The City hereby covenants and agrees to hold harmless Provider and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out the negligence or

improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

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

11. Provider's Liability Insurance.

11.1. The Provider shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Provider and such insurance has been approved by the City. The Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the Provider 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 Provider's obligation under this Contract, whether such obligations are the Provider's or subcontractor or person or entity directly or indirectly employed by said Provider or subcontractor, or by any person or entity for whose acts said Provider 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 Provider:

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

11.4.2 Commercial Auto Liability Insurance. Coverage with limits of $1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no

owned autos then Hired & Non-owned Auto Liability coverage should be procured);

11.4.3 Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

$1,000,000 EL Each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

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

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

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

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

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

11.7. Certificates of Insurance: The Provider'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 Provider'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 Provider executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Provider must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any

reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Provider 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. Provider agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

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

13.2. Notwithstanding the above, Provider shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Provider, and

the City may withhold any payments to Provider for the purpose of setoff until such time as the exact amount of damages due the City from Provider is determined.

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

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

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

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

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

14. **Delivery of Documents.** In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at Provider, Provider shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to Provider under this Agreement. The City shall have the right to withhold any payment due to Provider until said documents have been returned to the City of Waterbury.

15. **Subcontracting.**

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

15.2. The Provider 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 Provider.

16. **Assignability.** The Provider 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 Provider from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

18. **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 Provider, 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:

Provider:	Wheeler Clinic, Inc. 91 Northwest Drive Plainville, CT 06062
City:	The City of Waterbury Board of Education

c/o Director of Special Education
236 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

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 by the City and Provider.

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

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.

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. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, Provider shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. **Binding Agreement.** The City and Provider 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.

25. **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.

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The Provider 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.

27.10. The Provider 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"]

27.11. The Provider 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The Provider 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Provider set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Provider records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page Follows]

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

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury, Duly authorized

Date: _____

WITNESSES:

_____
Print name

_____
Print name

WHEELER CLINIC, INC.

By: _____

_____, Duly authorized

Date: _____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Wheeler Clinic, Inc.
(Consisting of ____ page(s))

2024 - 2025 School Calendar
Special Education rate per year

WATERBURY
PUBLIC SCHOOLS

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

#7

EXECUTIVE SUMMARY

DATE: May 23, 2024

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for Portico Replacement at Bunker Hill Elementary School (RFP#8092) with Richards Corporation, Inc.

The Education Department respectfully requests your review and approval of a construction contract for Portico Replacement at Bunker Hill Elementary School in the total amount of $269,485 ($256,652 base), which includes an owner controlled contingency of $12,833 for the above mentioned scope. The contract was initiated under the Request for Proposal #8092 and Richards Corporation was deemed the lowest and the most qualified bidder.

The project consists of replacing the front entrance and portico, and refurbishing the fire escape at Bunker Hill Elementary School. The front entrance and portico will be replaced with historically accuracy. The existing wrought-iron fire escape will be refurbished and brought to current building code standards. The project is being funded through the Capital budget. In order for Richards Corporation to complete all work and services within 180 days from the City's notice to proceed, work must begin immediately after the last day of school. Richards Corporation has performed satisfactorily at Wilson Elementary School in the past.

The Education Department will have a representative present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your continued assistance on this matter.

c: Doreen Biolo, Mike Konopka

CONSTRUCTION CONTRACT
for

PORTICO REPLACEMENT
AT BUNKER HILL ELEMENTARY SCHOOL
between
the City of Waterbury, Connecticut
and
RICHARDS CORPORATION

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **RICHARDS CORPORATION** located at 72 NORTH HARWINTON AVENUE, TERRYVILLE, CT 06786, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8092** for the **PORTICO REPLACEMENT AT BUNKER HILL ELEMENTARY SCHOOL**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 8092;** and,

WHEREAS, the City desires to obtain the Contractor's services for the **PORTICO REPLACEMENT AT BUNKER HILL ELEMENTARY SCHOOL** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of the **PORTICO REPLACEMENT AT BUNKER HILL ELEMENTARY SCHOOL** as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by

the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8092** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8092** Addendum #1, dated April 30, 2024 and consisting of 1 page (attached hereto);

1.1.3 **RFP Number 8092** Addendum #2, dated May 1, 2024 and consisting of 2 pages (attached hereto);

1.1.4 Contractor's Proposal, dated May 8, 2024 and consisting of 49 pages, including Contractor's 4 page Price Proposal, submitted in response to **RFP Number 8092** (attached hereto);

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (attached hereto);

1.1.7 Special Conditions (Article 1 – Article 21) consisting of 6 pages (attached hereto);

1.1.8 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.9 Technical Specifications consisting of 94 pages (attached hereto);

1.1.10 Construction Drawings entitled "FRONT ENTRANCE PORTICO REPLACEMENT FOR BUNKER HILL ELEMENTARY SCHOOL, prepared by HIBBARD & ROSA ARCHITECTS, L.L.C., Middletown, CT", dated March 25, 2024 and consisting of 10 sheets (attached hereto);

1.1.11 State Wage Rate Documentation (attached hereto);

1.1.12 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.13 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.14 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.15 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 Contractor's Price Proposal
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 Technical Specifications
1.2.8 Construction Drawings

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services

under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

********** IF WORKING IN/ON SCHOOL GROUNDS**********

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's RFP document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its Proposal during the RFP process it reviewed or was afforded opportunity, by the City, to review

all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its Proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its Proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the RFP process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the RFP Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 8092** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and

about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. **Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or

prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, one (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of

materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **ONE HUNDRED FIFTY (150)** consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion of all work and services under this Contract within **ONE HUNDRED EIGHTY (180)** consecutive calendar days of the City's written Notice to Proceed (hereinafter referred to as "Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to

specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS ($269,485.00**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Price Proposal, dated May 8, 2024 and consisting of 4 pages", which is summarized below:

i. $256,652.00 …….. (Bid Item 1)

And

ii. $ 12,833.00 …… (Owner Controlled Contingency Allowance only to be used upon prior written approval of the Waterbury Public Schools School Inspector or his designee)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing

by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 8092** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of

values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in

connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor’s obligation under this Contract, whether such obligations are the Contractor’s or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (“Tail Coverage”) shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Builder's Risk/Installation Floater Insurance: $1,000,000 Each Occurrence or Limits equaling The Value of the Project

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation and Professional Liability shall be endorsed to add the City of Waterbury and its Board of Education as additional insured and provide waiver of subrogation on all policies 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 its 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 except Builder's Risk".** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON

ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.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 may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

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, firm 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, 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, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as may be amended from time to time, 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(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, 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.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, 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;

(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; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs

Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions

to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all

sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications

for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level

of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for

changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional

products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 8092**, and **(ii)** the Contractor's response to **RFP Number 8092.** Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that 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 Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Richards Corporation
72 North Harwinton Avenue
Terryville, CT 06786

City: Mike Konopka, School Inspector
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

With copy to:
City of Waterbury
Office of the Corporation Counsel

City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project Milestone.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.10 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.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 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. (Hibbard & Rosa Architects, L.L.C. in conjunction with City of Waterbury, School Inspector's Office).

35.13 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.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 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.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 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.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **City of Waterbury Education Department.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

RICHARDS CORPORATION

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8092** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8092** Addendum #1, dated April 30, 2024 and consisting of 1 page (attached hereto);

1.1.3 **RFP Number 8092** Addendum #2, dated May 1, 2024 and consisting of 2 pages (attached hereto);

1.1.4 Contractor's Proposal, dated May 8, 2024 and consisting of 49 pages, including Contractor's 4 page Price Proposal, submitted in response to **RFP Number 8092** (attached hereto);

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (attached hereto);

1.1.7 Special Conditions (Article 1 – Article 21) consisting of 6 pages (attached hereto);

1.1.8 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.9 Technical Specifications consisting of 94 pages (attached hereto);

1.1.10 Construction Drawings entitled "FRONT ENTRANCE PORTICO REPLACEMENT FOR BUNKER HILL ELEMENTARY SCHOOL, prepared by HIBBARD & ROSA ARCHITECTS, L.L.C., Middletown, CT", dated March 25, 2024 and consisting of 10 sheets (attached hereto);

1.1.11 State Wage Rate Documentation (attached hereto);

1.1.12 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment

Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.13 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.14 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.15 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

REQUEST FOR PROPOSAL
#8092
BY
THE CITY OF WATERBURY
Department of Education
PORTICO REPLACMENT

Attachment E

Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 05/08/2024

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Richards Corporation
(Print or Type Company/Corporate Name)

72 North Harwinton Avenue, Terryville CT 06786
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

RFP 8092 **Bunker Hill Portico Replacement**		
Description	**Amount (In Words)**	**Amount (In $)**
Bid Item 1 - Construction & Install of new structure	Two Hundred Fifty-Six Thousand Six Hundred Fifty-Two Dollars No cents	$ 256,652.00
GRAND TOTAL (Bid Item 1) (in words) Two Hundred Fifty-Six Thousand Six Hundred Fifty-Two Dollars Zero Cents		$ 256,652.00

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted by: Richards Corporation

06-0853286
Social Security Number or Federal Identification Number (Print or Type)

Richards Corporation
Company/Corporate Name (Print or Type)

Signature of Authorized Official

Richard Tyler Doyle
Name of Authorized Official (Print or Type)

Chief Operating Officer
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

72 North Harwinton Avenue Business Address: (Print or Type)	860-582-5202 Business Fax Number: (Print or Type)
Terryville CT 06786 City, State, Zip Code: (Print or Type)	Business Mobile Number: (Print or Type)
860-583-9229 Business Telephone Number: (Print or Type)	tdoyle@richardscorp.com Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT E

RICHARDS
CORPORATION

72 North Harwinton Ave.
Terryville, CT 06786
(860) 583-9229

Attachment E: Cost Proposal Schedule

Waterbury Portico SOV

General Conditions	$	51,961
Demolition	$	14,585
Masonry	$	8,994
Steel	$	35,065
Wood and Plastics	$	91,925
Roofing	$	24,014
Finishes	$	23,941
Specialties (Signage)	$	6,167
Total	$	256,652

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

May 22, 2024

Richard Tyler Doyle
Richards Corporation
72 North Harwinton Avenue
Terryville, CT 06786

RFP# 8092
Project: Portico Replacement Bunker Hill School

Dear Mr. Doyle,

On behalf of the City of Waterbury I want to inform you that your firm has been selected for the above-mentioned City project. In order to contract with the City of Waterbury a written contract must be approved by the Corporation Counsel and all required City Boards.

You will be contacted in the immediate future by a member of our Legal Department.

Sincerely,

Kevin McCaffery
Director of Purchasing

REQUEST FOR PROPOSAL
#8092
BY
THE CITY OF WATERBURY
Department of Education
PORTICO REPLACMENT

The City of Waterbury, Department of Education (hereinafter "City"), is seeking replacement of portico at Bunker Hill Elementary school.

A. Background and Intent

Replacement of portico at Bunker Hill Elementary School.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track-record in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

Front Entrance Portico Replacement. See Project Manual and Technical Drawings.

D. Agreement Period

The Contractor shall Substantially Complete all work and services required under this Contract within ONE HUNDRED FIFTY (150) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion of all work and services under this Contract within ONE HUNDRED EIGHTY (180) consecutive calendar days of the City's written Notice to Proceed (hereinafter referred to as "Contract Time").

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-"Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. ***There will be a <u>mandatory</u> Information Session with respect to this RFP on April 22, 2024 at 9:00AM at Bunker Hill School, 170 Bunker Hill Ave, Waterbury, CT 06708. THOSE NOT ATTENDING THE Information Session WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.***

3. Proposers must complete and sign the items and any forms included in <u>Attachment A</u>. (Contract Compliance Packet).

4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on April 26, 2024**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by April 30, 2024, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by The School Inspector's Office.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of ***(120)*** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. <u>See Attachment B.</u>

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and (1) paper copy of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on May 7, 2024. Proposals received after that time shall <u>not</u> be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

    a. Firm Name
    b. Permanent main office address
    c. Date firm organized.
    d. Legal Form of ownership. If a corporation, indicate where incorporated.
    e. How many years have you been engaged in services you provide under your present name?
    f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
        - Organization name and the name, title, address and telephone number of a responsible contact person.
        - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
        - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

        Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP as per Attachment E, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:
a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the

selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than

$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond

Each Proposal shall be submitted be accompanied by a Proposal Security in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

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.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
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: _____
_____
_____.

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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_____

SS.:_____

County of_____

_____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ of _____(Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ 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				
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				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

_____
(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, 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 corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

LIMITED LIABILTY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of_____, a limited liability company organized and existing under the laws of the State of_____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

"It is hereby resolved that _____is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____ , LLC this _____ day of _____, 202__.

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

(3) Attachment B Documents

- SAMPLE CONTRACT
- GENERAL CONDITIONS
- SPECIAL CONDITIONS

CONSTRUCTION CONTRACT
for

PORTICO REPLACEMENT
AT BUNKER HILL ELEMENTARY SCHOOL
between
the City of Waterbury, Connecticut

and

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THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and

_____ located at _____, a State of _____duly registered _____(the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8092**for the **PORTICO REPLACEMENT AT BUNKER HILL ELEMENTARY SCHOOL**; and,

WHEREAS, the City accepted the Contractor's Proposal (as subsequently negotiated and revised) for **RFP Number 8092;** and,

WHEREAS, the City desires to obtain the Contractor's services for the **PORTICO REPLACEMENT AT BUNKER HILL ELEMENTARY SCHOOL** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of the **PORTICO REPLACEMENT**

AT BUNKER HILL ELEMENTARY SCHOOL as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8092** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8092** Addendum #1, dated _____and consisting of _ pages (attached hereto);

1.1.3 Contractor's Proposal, dated _____and consisting of pages, submitted in response to **RFP Number 8092** and Contractor's revised Price Proposal, dated _____and consisting of ___ pages (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 21) consisting of 6 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.8 Technical Specifications consisting of 94 pages (attached hereto);

1.1.9 Construction Drawings entitled "FRONT ENTRANCE PORTICO REPLACEMENT FOR BUNKER HILL ELEMENTARY SCHOOL, prepared by HIBBARD & ROSA ARCHITECTS, L.L.C., Middletown, CT", dated March 25, 2024 and consisting of 10 sheets (attached hereto);

1.1.9 State Wage Rate Documentation (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.10 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

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1.1.11 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.12 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 Contractor's correspondence dated _____setting forth Contractor's revised Price Proposal
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 Technical Specifications
1.2.8 Construction Drawings

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services

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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.

********** IF WORKING IN/ON SCHOOL GROUNDS**********

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's RFP document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its Proposal

during the RFP process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its Proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its Proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the RFP process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the RFP Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 8092** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

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3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall 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

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Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. **Contractor's Employees.** The Contractor shall 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.

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3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, one (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

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5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **ONE HUNDRED FIFTY (150)** consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion of all work and services under this Contract within **ONE HUNDRED EIGHTY (180)** consecutive calendar days of the City's written Notice to Proceed (hereinafter referred to as "Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all

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other actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed _____**DOLLARS AND** _____**CENTS ($TBD**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's revised Price Proposal, dated _____and consisting of ___ pages", which is summarized below:

i. …….. (Bid Item 1)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its

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review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 8092** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the

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Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this

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Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or

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reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a

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penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident

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Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Builder's Risk/Installation Floater Insurance: $1,000,000 Each Occurrence or Limits equaling The Value of the Project

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation and Professional Liability shall be endorsed to add the City of Waterbury and its Board of Education as additional insured and provide waiver of subrogation on all policies 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 its 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 except Builder's Risk".** The City's Request for Proposal Number must be shown on the

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certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

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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

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include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of

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the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

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(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(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, 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.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

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13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, 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.

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

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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.

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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

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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.

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14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters

constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for

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housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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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.

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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,

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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

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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.

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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

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Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 8092**, and **(ii)** the Contractor's

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response to **RFP Number 8092.** Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that 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 Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:

_____

_____

_____

City: Mike Konopka, School Inspector
Waterbury Public Schools

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236 Grand Street
Waterbury, CT 06702

With copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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

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Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and

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those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project Milestone.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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35.10 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.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 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. (Hibbard & Rosa Architects, L.L.C. in conjunction with City of Waterbury, School Inspector's Office).

35.13 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.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 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.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 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.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **City of Waterbury Education Department.**

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[Signature page follows]

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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:_____
Print name:

Sign:_____
Print name:

_____

By:_____
Print name:
Its _____

Date: _____

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ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

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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
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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

SPECIAL CONDITIONS

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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 or additional payment will be made for this work and/or services.

ARTICLE 2. 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 included in the Contract Amount.

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 3. NOT USED

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. CITY NOTIFICATION - BACKFILLING

Before backfilling any excavated area and after an improvement has been installed the contractor shall notify the City when a backfill operation is to occur. A City representative will make one observation for each excavated area.

ARTICLE 6. 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 7. 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.

Where required by the City, Contractor shall also conduct regular coordination meetings with Residents, Owners and Operators of businesses and other operations to coordinate active work periods.

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 8. WINTER SHUTDOWN

No 'winter shutdown' will be permitted for this Project.

Any 'winter shutdown' authorized under this Article shall not change the "Contract Time" for the project. Any extension of the Contract Time must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

ARTICLE 9. CHANGES TO THE WORK

If the City authorizes changes to the work, the following shall apply:

The cost for changes to the work shall be either on a firm proposal agreed to by the City or based on a cost-plus-fee basis agreeable to the City. In the event the work is to be performed on a cost plus basis, the Contractor will perform, or cause to be performed by his subcontractors, such work at direct cost, plus the percentages set out below:

1. For work performed by the Contractor's own forces, direct cost plus Ten Percent (10 %).

2. For work performed by a subcontractor, the cost to the City shall be subcontractor cost to the Contractor, plus 5 %.

ARTICLE 10. LAYDOWN AREAS / MATERIAL STORAGE

A Laydown Area shall not impede traffic flow within the City streets. The Contractor may use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

The City will not provide any staging area for Construction and/or Contractor operations. The Contractor shall provide its own staging/storage area. Lay down areas within the project's limits 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.

ARTICLE 11. ADDENDUM TO GENERAL CONDITIONS 11 and 95

Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to maintain utility service to all adjacent property owners/tenants.

ARTICLE 12. NOT USED

ARTICLE 13. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS

The Contractor shall comply with all City design standards, specifications and details. To the extent that Technical Specification or Drawings conflict with City design standards, specifications, or details, City design standards, specifications and details shall control.

ARTICLE 14. NOT USED

ARTICLE 15. ADDENDUM TO GENERAL CONDITIONS 8, 9 and 10

Reference is made to General Condition Article 8 – Sedimentation and Erosion Control, Article 9 – Protection of Environmental Resources and Article 10 - Environmental Protection Plan. The requirements of Articles 8, 9 and 10 shall not apply to this project; however, the Contractor shall responsible for any such requirements to the extent set forth in the Technical Specifications or elsewhere in the Contract Documents.

ARTICLE 16. MOBILIZATION AND DEMOBILIZATION

The costs of Mobilization and Demobilization for the project shall be included in the contract bid amount. No separate payment shall be made for Mobilization and/or Demobilization.

ARTICLE 17. IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY

Completion of an Improvement Location Survey is <u>not</u> required for this Project.

ARTICLE 18. 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 19. INTENT OF DRAWINGS

It is the intent of the Invitation to Bid (the "ITB"), the Bid Documents and the Contract Documents, including but not limited to the Drawings and Specifications, to call for finished, completed work. Any material or work not shown on the Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects, even if not particularly specified, shall be furnished, delivered and installed without additional expense to the City. Where discrepancies or variances occur between the Drawings and Specifications or within either of the Documents, or with any of the Contract Documents, the item or arrangement of better quality, greater quantity or higher cost shall be included in the Contract price. The City shall decide on the item(s) and the manner in which the item(s) and/or work shall be performed or installed.

ARTICLE 20. 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(s).

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

ARTICLE 21. STATE PREVAILING WAGE RATES

Contractor shall comply with State Prevailing Wage Rates for this project.

END OF SECTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email:_____
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL
#8092
BY
THE CITY OF WATERBURY
Department of Education
PORTICO REPLACMENT

Attachment D

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 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 coverage 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

Builder's Risk/Installation Floater Insurance: $1,000,000 each Occurrence OR Limits equaling the Value of the Project

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensationy. All policies shall include a Waiver of Subrogation except Builders Risk.

Attachment E Document

- COST PROPOSAL

REQUEST FOR PROPOSAL
#8092
BY
THE CITY OF WATERBURY
Department of Education
PORTICO REPLACMENT

Attachment E

Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: _____

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)

_____

_____

_____

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

RFP 8092 **Bunker Hill Portico Replacement**		
Description	**Amount (In Words)**	**Amount (In $)**
Bid Item 1 - Construction & Install of new structure		**$**
GRAND TOTAL (Bid Item 1) (in words) _____ _____		$_____

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted by: _____

_____
Social Security Number or Federal Identification Number (Print or Type)

_____
Company/Corporate Name (Print or Type)

_____
Signature of Authorized Official

_____
Name of Authorized Official (Print or Type)

_____
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

Business Address: (Print or Type)	Business Fax Number: (Print or Type)
City, State, Zip Code: (Print or Type)	Business Mobile Number: (Print or Type)
Business Telephone Number: (Print or Type)	Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT E

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SECTION 01 10 00
GENERAL REQUIREMENTS

1.1 GENERAL SCOPE:

A. The General Conditions, Supplementary General Conditions, Supplementary Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically accepted.

1.2 QUALIFICATIONS:

A. The Contractor shall have been regularly engaged in construction and the installation and fabrication of the type work set forth in the Contract Documents for a period of not less than five (5) years prior to the Bid date set forth in the Contract Documents.

B. The Contractor shall have adequate Plant & Equipment facilities for the proper performance of the work set forth in the Contract Documents, and all such Plant & Equipment facilities shall be subject to the approval of the Owner.

C. The Owner shall be the sole judge and shall have the final privilege to approve or disapprove the qualifications of the Contractor, and to approve or disapprove his Plant & Equipment facilities available to perform the work required by the Contract Documents.

1.3 EXAMINATION OF SITE:

A. The Contractor is required to attend the Pre-Bid meeting and to fully acquaint himself with the Site and with the existing conditions, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The failure of the Contractor to visit the Site and acquaint himself with the conditions there existing in connection with the existing Site conditions, shall in no way relieve the Contractor from any obligations with respect to the work included in the Contract. The submission of a Bid by the Contractor shall be taken as prima facie evidence of compliance with this Section.

B. The Contractor shall include in his Bid, all costs for the full completion of all work under the Contract as indicated on the Drawings and specified in the Specifications, including all items of work required and necessary due to existing conditions encountered in-the-field during the process of performing the work; all costs in connection with encountered existing conditions shall be performed by the Contractor at no additional cost to the Owner.

1.4 INSPECTIONS:

A. The Contractor shall be responsible for the proper inspection of his work during its installation by his workmen, his sub-contractors, all lawful authorities, other workmen which may be engaged by the Owner, and the Contractor shall obtain and pay for all necessary permits, fees, and other requirements.

B. The Contractor shall comply with all laws relative to persons employed by him or his sub-contractors.

1.5 INTENT:

A. It is the intention of the Drawings and Specifications that all work shall be fully completed, tested, and placed into final operation for the use intended. All materials, equipment, apparatus, appliance workmanship, etc., shall be new and of first-class quality.

B. Any apparatus, appliance, material, or work not indicated on the drawings but mentioned in the Specifications, or vice versa, or all miscellaneous materials and workmanship not indicated on the Drawings or mentioned in the Specifications but necessary and required by the Owner to make the work complete and finished in all respects and made ready for use intended by the Owner, even if not particularly specified in the Drawings and Specifications, shall be provided by the Contractor without additional cost to the Owner.

1.6 APPROVAL OF MATERIALS:

A. The materials, workmanship, design, and arrangement of all work installed under the Contract shall be subject to the approval of the Architect.

B. Within twenty-one (21) days after the Notice to Proceed with the work has been issued to the Contractor, and prior to the submission of any shop drawings for approval, the Contractor shall submit to the Architect for approval, a complete list of Manufacturers of all equipment and materials proposed for use in the work. No approvals will be rendered by the Architect on any shop drawing submitted before the complete "List of Manufactures" is approved. Any item of equipment or materials not submitted for approval on the "List of Manufacturers" within the twenty-one (21) day period will not be approved unless it shall be of the exact make and characteristic specified in the Contract Documents.

1.7 SHOP DRAWINGS:

A. Prior to delivery to the job site, but sufficiently in advance of requirements necessary to allow the Architect ample time for review, the Contractor shall submit for review four (4) copies each of shop drawings of all equipment, materials, tapered insulation, roofing materials, fixtures, equipment, etc., and further shall obtain review approval for same from the Architect before installing any of the same in the work of the Project.

B. The review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, etc., all of which shall be the sole responsibility of the Contractor. The Contractor shall not be relieved from furnishing materials or work as may be required for the completion of all items of work intended by the Owner.

C. Prior to submission of shop drawings, the Contractor shall thoroughly check each shop drawing and shall reject those not conforming to the Contract Documents, and he shall indicate by his signature thereon that the shop drawings submitted in his opinion meet the full requirements of the Contract Documents. The requirements herein for shop drawings shall be in addition to the requirements set forth in the General Conditions.

1.8 PRE-CONSTRUCTION MEETING:

A. The Contractor shall schedule a Pre-Construction meeting with the Owner, Architect, building staff and all other interested parties to review the project and scope of work. The Pre-Construction meeting will be scheduled after the notice of award and prior to the start of any work. The Pre-Construction meeting will be held at the site and will at a minimum include the following:

1. Review scope of work.
2. Review project logistics including but not limited to; site access, storage of materials, removal of debris, interruptions to building operations.
3. Working hours.
4. Contractor's personnel who will have access to the building interior.
5. Staff points of contact.

B. The Architect will prepare and distribute minutes of the meeting.

1.9 SHUTDOWNS:

A. The temporary shutdown by the Contractor of the existing systems, construction, equipment, etc., shall be performed at such time as shall be agreed to by the Owner.

B. The Owner shall be notified of estimated duration of the shutdown period at least two (2) days in advance of the date the work is to be performed. The maximum duration of any shut down shall not exceed two (2) hours.

C. Work shall be arranged for continuous performance, including overtime periods if so required to assure that existing operating services, equipment, passageways, construction, etc., shall be shut down only during the time actually required to make necessary connections.

1.10 RENOVATION WORK:

A. The Contractor shall disconnect, remove, relocate, replace, reconnect, rebuild, reconstruct, etc., all encountered existing equipment, materials, piping, wiring, electrical systems, heating systems, plumbing systems, and all other items of existing construction, including all site improvements such as lawns, curbs, walks, etc., encountered during the performance of the work under the Contract.

B. The Contractor shall construct, build, re-construct, rebuild, and restore and replace to its original condition or with new and/or existing similar materials, all items of surface and subsurface construction which has been interrupted, changed, or altered in any way by and during the performance of the work under the Contract.

1.11 WORK SCHEDULE:

A. The Contractor shall submit a Work Schedule for approval by the Owner which shall set forth the date and time for each area and/or phase of site work, the commencement of any work under the contract. The Contractor shall schedule his work so that the installation of new work shall be fully completed as soon as possible. The Contractor shall prepare the Work Schedule in accordance with the limits of Contract Time set forth in the Contract Documents.

B. The Contractor shall schedule his work in a manner to provide not less than three (3) days written notice to the City of Waterbury to the performance of work under the contract. The Contractor shall take precautions to insure all walkways and entrances/exits remain clear and unobstructed for use by the occupants. The Contractor shall conform to the Work Schedule approved by the owner.

C. The Contractor shall coordinate all aspects of the roof replacement work with any mechanical upgrades/improvement work.

1.12 OCCUPANCY OF BUILDING:

A. Attention is directed to the fact that the Building(s) on the site will be continuously occupied throughout the period required for the Contractor to perform the work set forth in the Contract Documents. The Contractor shall limit the hours of work from 6:00 AM to 7:00 PM local time.

B. The Contractor shall perform his work in a manner, form, schedule, and sequence, so that the normal occupancy of the Buildings on the site shall be maintained in continuous operation without causing any undue inconvenience or interruption to the safety, use, and function of the Buildings by the occupants.

1.13 CODES AND REGULATIONS:

A. The Contractor shall comply with all codes and regulations of the local Municipality, the State of Connecticut, all Utility Companies, Telephone company, Cable company and all other governing Agencies having jurisdiction over the project.

B. The Contractor shall, prior to the acceptance of all work by the Owner, furnish written proof of the acceptance of all work by the local Municipality, the Utility Companies, the State of Connecticut, City of Waterbury and all other governing agencies having jurisdiction over the Project.

C. The Contractor shall pay for all fees in connection with the installation of the work and he shall pay for all fees charged by the local Municipality, by Utility Companies, and all other governing Agencies having jurisdiction over the Project.

1.14 EXISTING IMPROVEMENTS:

A. Maintain in operating condition, all active utilities, driveways, streets, parking areas, sidewalks, lighting systems, electric services, plumbing systems, heating systems, telephone systems, cable systems, fire alarm systems, and all other active utilities and improvements.

B. The Contractor shall make interruptions to the existing systems only when necessary and shall maintain interruptions to the existing systems to an absolute minimum and only upon approval by the owner, and he shall provide the Owner with complete information as to the time, location, sequence and length of each system interruption. Unless otherwise permitted by the owner, the Contractor shall maintain continuous service of all existing and new system or systems at all times to all adjacent tenant occupied buildings and areas.

C. Maintain vehicular traffic through streets as per local Municipality requirements; do not completely block passage of vehicles and maintain at all times open traffic lanes for access by all types of vehicular traffic. Provide temporary barricades, enclosures, separators, signs, etc., as may be required for streets, sidewalks, vehicles, pedestrians, and other type traffic. The Contractor shall comply with all rules, regulations, and laws governing the work and for the continued customary use of the Buildings and all areas of the Project Site.

1.15 SAMPLES:

A. When so requested by the Owner and prior to commencement of work under the Contract, the Contractor shall submit samples for review and approval by the Owner. The Contractor shall deliver the samples to the office of the Owner or to such other location stipulated by the Owner, and the samples shall be complete with not less than four (4) copies of the Manufacturer's literature, printed data, etc.

B. The Owner, shall be the sole judge and shall have the final privilege to approve, disapprove, or reject samples submitted by the Contractor.

C. The Contractor shall furnish affidavits certifying that materials used in the Project comply with the Specifications. Affidavits shall be in the form and manner approved by the Architect; submitted in duplicate, properly executed, signed as required for each item of material used in the performance of the Contract.

1.16 SLEEVES, ETC.:

A. The Contractor shall provide and shall be held responsible for the location of and maintaining in proper position, all sleeves, inserts, anchor bolts, openings, holes, etc., required for the work.

B. All sleeves shall have an internal diameter of one (1) inch larger than the outside diameter of the pipe, conduit, raceway, duct, etc., passing through the construction.

C. Sleeves through outside exposed to the weather construction shall be of Schedule 40 galvanized steel pipe. Sleeves through interior partitions of non-masonry construction shall be of not less than No. 22 gauge galvanized sheet steel. All sleeves shall be set flush with the finished surfaces of floors, roofs, walls, partitions, etc.

D. The space between the sleeve and the pipe (both interior and exterior sleeves) shall be packed with non-staining Ethafoam plastic rope, and shall be surface caulked with a waterproof sealant meeting the approval of the Architect. Provide all sleeves located in exposed to view areas with escutcheon plates.

1.17 ESCUTCHEONS:

A. Where exposed to view pipes, conduits, sleeves, etc., pass through floors, walls, partitions, ceilings, etc., they shall be fitted with neat, heavy spun or stamped escutcheon plates firmly secured to the pipes, conduits, etc. All escutcheon plates shall be of sufficient outside diameter to amply cover the sleeve openings. All escutcheon plates shall be non-ferrous metal and shall be chrome plated.

1.18 SCAFFOLDING, RIGGING, HOISTING EQUIPMENT, ETC.:

A. The Contractor shall provide and remove when no longer necessary, all scaffolding, rigging, hoisting equipment, temporary coverings, and other service necessary for the performance of all work under the Contract.

B. Install and remove all temporary coverings and leave all existing construction neat, clean, and free of all debris.

1.19 CLEANING, REMOVAL OF DEBRIS:

A. The Contractor shall periodically or as directed during the progress of the work, remove and properly dispose of all debris, and shall keep the premises clean and clear of all obstructions. Upon completion of the work, he shall remove all temporary construction, facilities and materials, and shall leave the Building and the Project Site in a neat and clean condition.

B. All debris due to removal and installation of new work shall be removed daily from the job Site by the Contractor. All dumpsters shall be removed at the end of each work week.

1.20 RENOVATIONS TO EXISTING CONSTRUCTION:

A. All changes, additions, alterations, renovations, deletions, removal, replacements, reconstruction, etc., which are necessary and required for the installation of new work shall be included in the Contract. The items of work throughout the various Divisions of the Contract Documents shall be coordinated under this Division of the work to the extent that all alterations, changes, additions, deletions, reconstruction, replacements, etc., to the existing construction work shall be fully completed for the use intended by the Owner, and all such work shall be performed by the Contractor at no additional cost to the Owner.

B. The Contractor shall remove, replace, reconstruct, reduce, enlarge, alter, cut, patch, repair, drill, cover, etc., all existing items of work. Include all site improvements, general construction, mechanical construction, electrical work, heating and ventilating work, plumbing systems, fire alarm systems, telephone systems, cable systems etc., which have been damaged or disturbed by and during the performance of the work under the Contract, and all of which shall be restore to their original condition and use by the Contractor at no additional cost to the Contract.

C. Exercise proper care in the removal of existing construction so that structural stability of the existing construction will not be impaired; protect existing construction from damage and take all necessary precautions to avoid undue damage to all finishes.

D. All existing construction shall be patched, adjusted and repaired using similar materials to match the original condition and construction insofar as possible. Patch and repair walls, floors, roofs, ceilings, concrete and brick work, and all other existing finishes and construction.

E. All penetrations through floors, ceilings, walls, etc., shall be properly sealed (and fire rated where required) with proper non-combustible sealant materials.

1.21 CASH ALLOWANCE & UNIT PRICES:

A. The Contractor shall include in the Contract Sum, all allowances and Unit Price set forth in the Contract Documents, and he shall perform the work with his own personnel or by other sub-contractors engaged by him within the amounts set forth in the Contract Documents.

B. The Contractor accepts and declares that the Contract Sum includes all amounts for expenses and profit on account of the Cash Allowance and Unit Prices set forth in the Contract Documents; no demand by the Contractor for expenses or profit other than the amount set forth Cash Allowances and the Unit Prices shall be allowed to the Contractor.

C. Unless specified otherwise in the Contract Documents, the Owner reserves the right to select and approve the materials, equipment, method of performance and installation, for which the Cash Allowances and Unit Prices are specified.

D. The approved selected Sub-Contractor or other personnel selected to perform the work herein stated, shall assume the status of a Sub-Contractor under the Contractor, and he Documents. The Contractor shall not be required to employ for any such work included under the Cash Allowances and Unit Prices, persons against whom he has a reasonable objection.

1.22 CO-ORDINATION OF WORK WITH OTHERS:

A. Attention is directed to the fact that the Owner may award a separate Contract or Contracts for various items of work throughout the Project.

B. The Contractor shall coordinate his work with the Contractors or Contractor engaged by the Owner so that each and all Contractors performing work for the Owner shall share equally in the advantages and disadvantages of performing the work under their various Contracts.

C. Each Contractor shall notify and shall coordinate all items of work with each other individual Contractor. Coordinate temporary interruptions to the heating system, shutdowns, temporary connections and services, removal and replacements of existing work, installation of new work, and all other items for work, so that the combined effort of all Contractors or Contractor will produce the full completion of the Owner intended work set forth under the Contract.

1.23 MISCELLANEOUS CUTTING, PATCHING, ETC.:

A. The Contractor shall perform all items of concrete work, masonry work, carpentry work, mechanical work, electrical work, and all other type construction due to the installation of work under the Contract.

B. During the performance of miscellaneous cutting, patching etc., the Contractor shall maintain all operational heating and plumbing lines, electrical lines, service lines, and all other necessary services in operating condition during the performance of work required by the Contract. The Contractor shall maintain all required services to each occupied area, so that all areas shall be habitable and can be occupied for normal customary use by the occupants. Provide all temporary connections, construction, supports, etc. required, and all such work shall be completely removed when no longer required.

1.24 INTERPRETATION OF DRAWINGS & SPECIFICATIONS:

A. Any questions or disagreements arising as to the true intent of this specification or the Drawings, or the kind and quality of work required thereby, shall be decided by the Architect, whose interpretations thereof shall be final, conclusive, and binding on all parties.

B. In the case of any discrepancies between Drawings and Specifications, or within either document itself, the better quality, greater quantity or more costly work shall be included in the Contract Price, and shall be furnished and installed in the performance of the required work.

C. In the case of any discrepancies between Part 1 and part 2 of the Specification Manual, the requirements as specified in Part 2 of the Specification Manual shall prevail.

1.25 APPROVAL:

A. The materials, workmanship, design and arrangement of all work installed under the Contract shall be subject to the approval of the Architect. If material or equipment is installed before it is approved, the Contractor shall be liable for the removal and replacement, at no extra cost to the Owner, if, in the opinion of the Architect, the material or equipment does not meet the intent of the Drawings and Specifications.

1.26 SUBSTITUTIONS:

A. Substitutions of equipment or materials other than those indicated on the Drawings or in the Specifications, shall be confined to only those manufacturer's listed, or those otherwise indicated, and may be made only upon written approval from the Architect.

B. The Contractor shall submit his substitution for approval before releasing order for fabrication and/or shipment. Submittal will be forwarded with a letter of transmittal or cover letter listing all items for approval. The Architect reserves the right to disapprove such substitution, provided, in his opinion, the item offered is not equal to the item specified.

C. Where a Contractor proposes to use an item of material or equipment other than that specified or detailed on Drawings, and which requires any redesign of the portico and/or structure, or architectural lay-out, all such redesign and all new drawings and details required thereof shall, with the approval of the Architect be prepared by the Contractor at his own expense.

D. Where such approved deviation requires a different quantity and arrangement of material and equipment from that specified or indicated on the drawings, subject to the approval of the Architect, the Contractor shall provide any such material, structural supports, and any other items at no additional cost to the Owner.

1.27 APPROVAL OF INSTALLATION:

A. The materials, workmanship, design, and arrangement of all work installed under the contract shall be subject to the approval of the Architect. If material or equipment is installed before layout and design of same is approved, the contractor shall be liable for the removal and replacement of all such unapproved work at no extra cost to the Owner.

1.28 ROYALTIES & PATENTS:

A. The Contractor shall pay all royalties and shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

B. If the Contractor observes that a process or article specified is an infringement of a patent, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work specified, knowing it is to be an infringement of a patent, he shall bearall costs arising therefrom.

1.29 PROTECTION OF WORK & PROPERTY:

A. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and tools, supplied by him and stored or installed on the job site, from loss or damage of all causes, until final acceptance.

B. The Contractor shall be responsible for the protection of any finished work of other trades from damage or defacement by his operations and must remedy any such injury at his own expense.

1.30 ACCESSIBILITY:

A. The Contractor shall install all work so that all parts required are easily accessible for inspection, operation, maintenance and repair. Minor deviations from Drawings may be made to accomplish this, but changes of magnitude shall not be made without prior written approval from the Architect.

1.31 TESTS:

A. All equipment shall be tested as specified under the various sections of the work. Labor, materials, instruments, and power required for testing shall be furnished by the Contractor, unless otherwise indicated under the particular section of the Specifications.

B. Tests shall be performed in the presence and to the satisfaction of the Architect, and such other parties as may have legal jurisdiction.

C. All defective work shall be promptly repaired or replaced and the tests shall be repeated until the particular system and component parts thereof receive the approval of the Architect.

D. Any damages resulting form tests shall be repaired and damaged materials replaced, all to the satisfaction of the Architect.

E. The duration of tests shall be as determined by all Authorities having jurisdiction, but in no case less than that prescribed in each section of the Specification.

F. Equipment and systems which normally operate during certain seasons of the year shall be tested during the appropriate season. Tests shall be performed on individual equipment, systems and their controls. Wherever the equipment of systems under test is inter-related with, and depends upon, the operation of other equipment, systems, and controls for proper operation, functioning and performance, the latter shall be operated simultaneously with the equipment or system being tested.

G. All costs in connection with tests shall be paid for by the Contractor.

1.32 AS-BUILT DRAWINGS:

A. The Contractor shall keep concurrent with the installation of the progress of the work, an accurate record of the as-built location and condition of all work performed under the Contract. All as-built information shall be recorded on a clean set of Black and White Contract Drawings and shall indicate the final location of all items of work complete with dimensions, sizes, notations, etc.

B. Upon completion of all work and prior to Final Acceptance of all work under the Contract, the Contractor shall transfer all as-built information to clean set of Black and White Zerox Contract Documents. Submit all final as built Drawings to the Architect for final approval and acceptance.

1.33 OWNERSHIP OF DRAWINGS & SPECIFICATIONS:

A. All Drawings, Specifications, and copies thereof furnished by the Architect are his property and they are not to be used on other work, and shall be returned to the Architect at the completion of the work.

B. On the award of the Contract, the Architect will issue to the Contractor Two (2) stamped and signed copies of the drawings and specifications for permit application.

1.34 TEMPORARY SERVICES:

A. Refer to specification section 01 50 00, “Temporary Facilities and Controls” for information on the following items:

1. Temporary Electricity
2. Temporary Lighting
3. Temporary Telephone Service
4. Temporary Water Service
5. Temporary Sanitary Facilities
6. On-site Parking

1.35 GUARANTY:

A. The Contractor shall guaranty all work performed under the Contract for a period of two (2) years from the date of final acceptance by the Owner of all work under the Contract. Final acceptance will be as set forth in a written notice by the Owner to the Contractor. This Owner will give notice of observed defects to the Contractor with reasonable promptness and the Contractor shall remove, patch, repair, and adjust all defective work immediately in accordance with the terms of the Contract.

B. The above guaranty shall be in addition to all work guarantees and warranties required under the Contract.

1.36 CONTRACTOR'S PERSONNEL:

A. Smoking and the consumption of food and beverages throughout the Buildings and on the site shall not be permitted. The consumption of alcoholic beverages shall not be permitted on-site at any time. The use of radios, boom boxes and similar type units shall not be permitted on-site at any time.

END OF SECTION

SECTION 01 22 00
UNIT PRICES

1.1 SUMMARY:

A. This section includes: Procedures for Identification and description of Unit Prices for various building components and systems which shall be used to establish cost of change in the scope of the work which may occur.

B. Related Sections

1. Bidding form: Quotation of the cost of proposed unit prices.
2. Owner-Contractor agreement: Incorporation of unit prices into the Work.
3. Sections of the Specifications listed under the respective unit prices.

1.2 COORDINATION:

A. Coordinate pertinent related work and modify surrounding work required to properly integrate the work provided by unit prices, and to provide the complete construction required by Contract Documents.

1.3 DESCRIPTION OF UNIT PRICES:

A. Unit price and rules of measurement as listed in Bid Form shall be used in evaluating additions and deductions to the Contract Price and shall be used for all classifications of the work irrespective of the quantity involved.

B. The Contractor shall quote his Base Bid Proposal the Unit Prices included in the bid form, which may be as selected by the Owner.

END OF SECTION

SECTION 01 31 13
COORDINATION

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 COORDINATION:

A. Coordinate scheduling, submittals and work of the various Specification sections to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.

B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various specification sections having interdependent responsibilities installing, connecting, and placing such materials, equipment and utilities in service.

C. Coordinate completion and cleanup of work of separate sections of Specifications in preparation for completion of all portions of work.

1.3 CUTTING AND PATCHING:

A. Employ skilled and experienced installers to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements which affect the following:

1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Performance, efficiency, maintenance and safety of element.
4. Visual qualities of exposed-to-view elements.
5. Work of Owner and separate contractors.

C. Execute cutting, fitting, and patching to complete Work, and to:

1. Fit the several parts together and to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.

Provide openings in elements of work for penetrations of mechanical and electrical work.

D. Execute work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

1. Provide required protection and support for existing surfaces and components.
2. Cut rigid materials using masonry saw or core drill.

E. Restore Work with new products in accordance with requirements of contract Documents.

1. Fit new and existing Work tight to pipes, sleeves ducts, conduits, and other penetrations through surfaces.
2. All finish or new/disturbed grades shall be made to blend smoothly and evenly into existing work on the property.

Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

F. In the event hazardous substances or conditions are exposed during the work, identify such hazards to the Architect for decision or remedy.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 MEETING REQUIREMENTS:

A. Schedule regular job Site meetings at intervals of approximately one (1) week.

B. Arrange for special meetings as may be required due to progress of the work.

C. Meetings shall be held at the Project Site.

D. Attendance shall be by: Owner's Representative, Architect, Contractor, Sub-Contractors, Suppliers, and such other Persons or Companies appropriate to the project construction work. All Persons attending the meetings shall be qualified, familiar with the Project, and authorized to conclude matters relating to the Project.

1.3 SUGGESTED AGENDA:

A. Project job Site meeting shall in general contain the following agenda:

1. Review of progress report and construction schedule.
2. Review of off-site fabrication, delivery schedules.
3. Review submittal schedules.
4. Review of follow-up list of problems and incompletions.
5. Field observations, problems, conflicts.
6. Maintenance of quality standards.
7. Review proposed changes for effect on construction schedule, completion date and other contracts.
8. Other business pertinent to the work of the Project.

END OF SECTION

SECTION 01 33 00
SUBMITTALS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 SUBMITTAL PROCEDURES:

A. Transmittals to Architect:

1. Transmit each submittal to Architect with sequentially numbered transmittal forms. Number re-submittals with original number and an alphabetic suffix.

2. Identify Project, Contractor, subcontractor, supplier, pertinent drawing and detail numbers, and specification section numbers as appropriate.

3. Provide space for Contractor and Architect review stamps.

4. Identify deviations from Contract Documents.

B. Contractor's review: Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.

C. Submittals:

1. Schedule submittals to expedite the Project. Deliver to the Architect in compliance with Construction Progress Schedule.

2. Coordinate submission or related item.

3. Submit all items relating to color selection within 30 days after award of contract Color selection will not be made until all color related submittals have been received.

D. Revise and resubmit submittals as required, identify changes made since previous submittal.

E. Distribute copies of reviewed submittals to appropriate parties.

1.3 CONSTRUCTION PROGRESS SCHEDULE:

A. Submittals:

1. Submit initial progress schedule in duplicate within 15 days after date of Notice to Proceed for Architect review

2. Revise end resubmit as required.

3. Submit revised schedules with each Application for Payment, identifying changes made since from previous version.

B. Format – Provide the following:

1. Computer generated horizontal bar chart with separate line for each major section of work or operation, identifying first work day of each week.

C. Indicate the following:

1. Indicate complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

2. Indicate estimated percentage of completion for each item of work at each submission.

3. Indicate submittal dates required for shop drawings, product data samples, and product delivery dates.

4. Indicate delivery dates for items furnished by Owner and under Allowances.

1.4 SCHEDULE OF VALUES:

A. Submittal:

1. Submit initial schedule in duplicate with 15 days after date of Owner- Contractor Agreement. After review by Architect revise and resubmit as required.

2. Submit revised schedule with each Application for Payment, reflecting changes since previous submittal.

B. Format:

1. Submit typed schedule on AIA Form G703 – Application and Certificate for Payment Continuation Sheet. Contractor's standard form or media-driven printout will be considered on request.

2. Utilize the table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.

3. Identify Site mobilization.

C. For Unit Cost Allowance, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

D. Include separately from each line item a directly proportional amount of Contractor's overhead and profit.

1.5 PROPOSED PRODUCTS LIST:

A. Within 10 days after date of Notice to Proceed, submit complete list of major products proposed for us, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standard.

1.6 PRODUCT DATA:

A. Submit the number of copies which the Contractor requires, plus one copy which will be retained by the Architect.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement Manufacturers standard data to provide information unique to this product.

C. After review, distribute in accordance with Submittal Procedures above. Provide copies for Record Documents described in Section 01 70 00 Contract Closeout.

1.7 SHOP DRAWINGS:

A. Submit the number of opaque reproductions which the Contractor requires, plus one copy which will be retained by the Architect.

B. After review, distribute in accordance with Submittal procedures above and for Record Documents described in Section 01 70 00.

1.8 SAMPLES:

A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittal for interfacing work.

B. Submit samples of finishes in selected custom or standard colors, patterns, and textures for Architect selection.

C. Identify each sample. Include full Project information.

D. Submit the number of samples specified in individual specification sections or the number required by Contractor, plus one which will be retained by the Architect. Observe Submittal Procedures, above, relating to color submittals.

E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.9 MANUFACTURER'S INSTRUCTIONS:

A. When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.10 MANUFACTURER'S CERTIFICATES:

A. When specified in individual specification sections, submit manufacturer's certificate to Architect for review, in quantities specified for Project Data.

B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting references date, affidavits, and certifications as appropriate.

1.11 DOCUMENT REVIEW:

A. When required by individual Specification Section, require installer and agent of manufacturer of product system to:

1. Review the Contract Documents.

2. Verify that systems are appropriate for the intended use.

3. Submit a statement of concurrence signed by installer and manufacturer.

B. Submit three copies of the statement of concurrence to Architect for review and acceptance.

C. Do not proceed with installation until Architect has reviewed and accepted statement of concurrence.

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instruction to Bidders, and all other parts set forth in Part 1 of Specifications are hereby made a part hereof unless specifically excepted.

1.2 QUALITY ASSURANCE:

A. Monitor quality control over suppliers, manufacturers. products, services, Site conditions and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' approved instructions including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

D. Use only skilled mechanics thoroughly trained and experienced in the necessary crafts to produce workmanship of specified quality.

E. Secure products in place with positive anchorage devices designed and size to withstand stresses, vibration, physical distortion and disfigurement.

1.3 REFERENCES:

A. Conform to specified standards by date of issue as follows:

1. Code listings: For standards which are part of the Building Code in effect for this product, comply with the edition date published in the Building Code.

2. Non-code listings: For standards which are not a part of the Building Code in effect for this Product, use the edition in effect at the date of Notice to Proceed. except where otherwise specified in product sections.

B. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.4 MANUFACTURERS' FIELD SERVICES AND REPORTS:

A. When specified in individual Specification Sections, required material supplier or manufacturer to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship; to start-up equipment: to test, adjust and balance equipment as applicable; and to initiate instructions when necessary.

B. Require observer to report observations, Site decisions and Site instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

C. Submit to Architect a written report by observer in duplicate within 7 days of observation.

1.5 TESTING LABORATORY SERVICES:

A. Employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections. Select laboratory and submit to Architect for approval.

B. Direct Laboratory to perform services in accordance with requirements of governing authorities and with specified standards.

C. Submit reports to Architect in duplicate, giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.

D. Cooperate with Testing laboratory personnel: furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.

1. Notify Architect and Testing Laboratory 24 hours prior to expected time for operations requiring testing services.

2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 TEMPORARY UTILITIES:

A. Electricity:

1. Contractor shall provide all electrical power and such additional power outlets as may be required for construction operations, with branch wiring and distribution boxes. Provide flexible power cords as required. Contractor shall be responsible for all cost associated with electrical power.

2. Provide main service disconnect and over current protection at convenient location.

3. Permanent Building convenience receptacles shall not be utilized during construction. Coordinate use with Owner personnel.

4. Electrical power required shall not be furnished to the Contractor by the Owner.

B. Temporary lighting:

1. Provide and maintain adequate lighting for construction operations.

2. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

3. Maintain lighting and provide routine repairs.

4. Permanent Building lighting may be utilized during construction.

5. All temporary wiring, lighting fixtures and accessory parts shall be removed when no longer needed and the permanent systems in each area has been installed.

C. Temporary Water Service:

1. The Owner shall provide temporary water to the Contractor from location(s) designated by the Owner. The Owner shall be responsible to pay for all water used by the Contractor.

2. The Contractor shall provide all temporary additional water lines as may be required for construction operations, with all branch lines, fittings, and fixtures as required. Contractor shall be responsible for all cost associated with temporary additional water lines.

3. The Contractor shall provide backflow preventers at convenient location(s) if required. The Contractor shall be responsible for all cost associated with backflow preventers.

4. The Contractor shall make every effort to conserve water. Failure of the Contractor to conserve water may result in forfeiture of the right to use City of Waterbury facilities.

D. Temporary sanitary facilities:

1. The Contractor shall provide all temporary toilet and sanitary facilities as may be required for construction operations. Contractor shall be responsible for all cost associated with temporary toilets and sanitary facilities.

2. Permanent Building toilets and sanitary facilities shall not be used during construction.

1.3 ENVIRONMENTAL CONTROLS:

A. Comply with applicable Federal, State, and local laws, regulations, and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities throughout the Building.

B. Rubbish Disposal:

1. Do not burn, bury or dispose of debris and waste materials on the Project Site in an unauthorized manner.

C. Dust:

1. Keep dust within acceptable levels at all times, including non-working hours, weekends and holidays, in conformance with State and local regulations.

2. Only wet grinding or cutting of concrete, masonry, and asphaltic concrete will be allowed on exterior surfaces. Dry cutting or grinding may be used on interior surfaces provided openings are covered.

3. Mechanical dry sweeping not permitted: Vacuuming, wet mopping, approved limited dry hand, wet or damp sweeping is acceptable.

4. During loading operations, water down debris and waste materials to allay dust.

5. Select method of dust control and pay all costs incurred.

D. Air pollution:

1. Do not permit or cause air pollution from mist, smoke, vapor, gas, odorous substances and particulate matter.

2. Do not operate any gasoline or diesel-powered vehicle or equipment on the Building Site which emits visible smoke.

E. Noise: Muffle internal combustion engine-powered equipment to minimize noise and properly maintain to reduce noise to acceptable levels.

F. Others

1. If spray application is allowed under the other Specification Sections, use 'airless spray' process only.

2. Where the requirements of other Project Manual Sections are in conflict with this Section, the more stringent requirement shall govern.

3. Suspension of work: Violation of any of these requirements or any other pollution control requirements which may be specified in other sections may cause suspension of the work creating such violation. No additional compensation will be allowed for remedial measures to correct the offense and no extension of time will be granted for delays caused by such suspensions. If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered, the Owner reserves the right to take whatever action is necessary to correct the situation and to deduct costs incurred in taking such action from monies due the Contractor.

1.4 TEMPORARY CONTROLS:

A. Barriers:

1. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of Site, and to protect existing Building facilities and adjacent properties from damage from construction operations and demolition.

2. Provide barricades required by governing authorities for public rights-of-way and for public access to existing Building and facilities.

3. Protect non-owned vehicular traffic, stored materials, Site and other structures and facilities from damage.

4. Contractor shall be responsible for all cost associated with the construction, maintenance, and removal of all barriers and fences.

B. Protection:

1. Protect installed work and existing improvements. Provide special protection where specified in individual Specification Sections.

2. Control traffic and activity to prevent damage to components and services.

3. Provide temporary and removable protection for installed products.

4. Landscaping:

a. Protect existing and new landscaping against damage from construction operations on the property.

b. Do not dispose of paint, petroleum products, dirty water or other deleterious materials on or around roots.

c. Do not burn trash under or near shrubs or trees.

d. Do not permit compaction of root areas within drip line by foot, vehicle or machine traffic, or by the storage of equipment, gravel, earth fill, supplies or materials.

e. Do not damage trunks or limbs by maneuvering vehicles or stacking material and equipment too close.

f. Do not allow puddling or continuous running water under trees or on landscaped areas.

g. Do not allow traffic on landscaped areas.

1.5 CONSTRUCTION FACILITIES:

A. Security:

1. Provide security and facilities, to protect Work, and existing improvements, and Owner's operations from unauthorized entry, vandalism, and theft.

2. Coordinate with Owner's security program for all facilities.

B. Access:

1. Maintain access to fire hydrants free of obstructions.

2. Only designated Site paved areas may be used for construction traffic.

C. Parking:

1. Arrange with Owner's personnel for designated Site parking areas to accommodate construction personnel.

D. Progress Cleaning:

1. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in a clean and orderly condition.

2. Remove debris and rubbish prior to enclosing pipe chases, plenums, attics, crawl spaces and other closed or remote spaces.

3. Broom and vacuum clean areas prior to start of surface finishing. Continue cleaning to eliminate dust.

4. Remove waste material, debris, and rubbish from construction areas daily. Dispose of debris in an authorized manner.

1.6 REMOVAL OF TEMPORARY UTILITIES AND FACILITIES:

A. Remove temporary utilities, equipment, facilities and materials prior to Final Inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent new facilities used during construction to specified condition.

1.7 ENVIRONMENTAL CONTROLS:

A. Comply with applicable Federal, State, and Local Laws, regulations and ordinances and the following requirements for environmental pollution control and abatement in performing construction activities.

B. Hazardous Materials: Abatement will be performed as part of this contract. Comply with all requirements of the Contract.

C. Coordinate Construction work with abatement work. Verify abatement schedules with the Owner's representative and the Architect.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

1.1 GENERAL SCOPE:

A. The General Conditions, Special Conditions, Instructions to Bidders, and all other parts set forth in Part 1 of the Specifications are hereby made a part hereof unless specifically excepted.

1.2 CLOSEOUT PROCEDURES:

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's final review.

B. Provide submittals to Architect/Owner that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. Owner will occupy portions or all of the Buildings and site specified in section 01 00 00.

E. Comply with requirements for Final Observation of the Work as set forth in Special Conditions, Section B; coordinate with the requirements set forth in this Section 01 70 00.

1.3 FINAL CLEANING:

A. Execute final cleaning prior to final review by the Architect.

B. Clean equipment, site and fixtures to a sanitary condition.

C. Remove waste and surplus materials, rubbish, and construction facilities from the Building(s) and from the site.

1.4 ADJUSTING:

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS:

A. Maintenance of documents and samples:

1. Maintain on site one set of the following record documents:

a. Contract Drawings.
b. Specifications.
c. Addenda.
d. Change Orders and other Modifications to the Contract.
e. Reviewed shop drawings, product data, and samples.

2. Store Record Documents separate from Documents used for construction.

B. Recording:

1. Record concurrently with construction progress on reproducible drawings provided for this purpose. Do not conceal Work until actual revisions to the Work are recorded.

2. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

a. Manufacturer's name and product model number.
b. Product substitution or alternates utilized.
c. Changes made by Addenda and Modifications.

3. Record documents and shop drawings: Legibly mark each item to record actual construction including the following:

a. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
b. Field changes of dimension and detail.
c. Details not on original Contract Drawings.

4. Other documents: Maintain manufacturer's certifications, inspection certifications and field test records required by individual Specifications Sections.

5. Delete Architect title block from all Record Documents.

C. Submittals:

1. At Contract close-out, submit Record Documents with transmittal letter in duplicate, containing date, project title, list of documents and contractor's name, address, and signature. Arrange documents in sequence with index.

2. Submit the marked-up reproducible and two prints for each record drawing and three copies of each 8 1/2" x 11 drawing.

1.6 OPERATION AND MAINTENANCE DATA:

A. Prepare and submit two sets of operating and maintenance manuals prior to final inspection.

1. 8 1/2 x 11inch three D side ring binders with durable plastic covers.

2. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when more than one binder is required.

3. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

B. Contents of manuals:

1. Prepare a Table of Contents for each volume with each Product or system description identified.

2. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.

3. Part 2: Operation and maintenance instructions, arranged by system and subdivided by Specification Section. Fore each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

4. Part 3: Project documents and certificates including the following:

    a. Shop drawings and product data.
    b. Certificates.
    c. Photocopies of warranties and bonds.

D. Submittal:

1. Submit one copy of completed volumes in final form 15 days prior to final review with Architect comments. Revise content of documents as required prior to final submittal.

2. Submit final volumes revised within ten days after final review.

1.7 WARRANTIES:

A. Provide notarized copies of each warranty and bond.

1. Execute and assemble documents from subcontractors, suppliers, and manufacturers.

2. Assemble in three D side ring binder with durable plastic cover.

3. Prepare binder covers with printed title "WARRANTIES AND BONDS" and title of project.

4. Provide Table of Contents.

B. Submit prior to final Application for payment.

C. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.8 STATEMENT OF APPLICATION:

A. When required by individual Specification Section, upon completion of the work and as condition of its acceptance, submit a statement in duplicate signed by the product installer stating the following:

1. Materials conform to Specifications.

2. Products were installed in accordance with Specifications and the manufacturers' written instructions.

3. Installation was proper and adequate for the conditions of installation and performance.

B. When required by individual Specification Section, Contractor shall jointly execute statement of application.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS:

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification Sections.

B. Deliver to Project Site and place in location as directed. Obtain receipt prior to final payment.

END OF SECTION

SECTION 02 41 14.13
REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

PART I- GENERAL

1.1 Related Documents

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 Work Included

Demolition work shall include, but is not limited to the following:

A. Removal of the existing steel columns and framed temporary roof with plywood roof deck. Remove existing roof top mounted egress walkway and steel railings. The portico is approximately 19’-0” across and 9’-6” deep (180 sq. ft. +/- footprint).

B. Metal walkway, railings and support structure at second floor to remain in place.

C. Removal and disposal (if required) of limited amounts of hazardous materials. If required remove and dispose of in accordance with all Federal, State and Local laws and regulations.

D. Identification and repair of existing damaged façade masonry.

E. Remove materials in an acceptable manner to minimize dust and disruption to the site. Demolition materials will be lower from the roof, not dropped.

1.3 Coordination

A. It is the responsibility of the Contractor to coordinate the work of this section with all other work on the site.

1.4 Job Conditions

A. The Contractor shall inspect the premises prior to the submittal of its bid for conditions which may affect its work.

B. Demolition, storage of materials, removal of debris and construction operations shall not interfere with the Owner's use of the property.

1.5 Permits

A. The Contractor shall obtain, at its expense, all permits required by governing authorities, including any required for disposal of demolition debris or for use or blockage of streets or sidewalks.

1.6 Sequence of Operations

A. The Contractor shall submit for approval the complete sequence of operations for demolition and show how this Work is coordinated with all other aspects of the Project. Work shall not begin until such a schedule has been approved in writing by the Owner or his authorized representatives.

PART II- PRODUCTS

Not Applicable

PART III- EXECUTION

3.1 Protection

A. Before starting demolition, the Contractor shall be solely responsible for making the necessary arrangements and for performing the necessary work involved in connection with the discontinuance or interruption of public and private utilities or services or components of said utilities or services under the jurisdiction of the Owner, utility companies or corporations, Police Department, Fire Department and Public Works Department including but not limited to gas, electricity, telephone, police signal, fire alarm, water, sanitary sewer, storm drainage and other systems which will be affected by the work to be performed under this Contract.

B. The Contractor shall preserve in operating condition active utilities traversing the Work site and shall protect manholes, catch basins, valve boxes and other apparatus. He shall repair damage to any such utility, due to work under this Contract, to the satisfaction of the Owner or his authorized representatives.

C. Adequate protection of persons and property shall be provided at all times. The work shall be executed in a manner to avoid interference with the use of adjacent buildings, areas or properties, and to avoid interruption of free passage to or from such buildings, areas or properties.

D. Investigate and comply with any rules or regulations relative to providing and

paying for uniformed Police to regulate or control traffic on existing streets which are affected by the Contractor's operation.

E. Furnish signs, lights, barricades and other equipment as may be necessary for the safe execution of the work.

F. Hazardous Materials: The Contractor shall remove from the site and dispose of asbestos containing materials identified in the asbestos survey in accordance with all Federal, State and Local Laws, regulations and ordinances. In the event the Contractor finds any undocumented asbestos or other hazardous materials which require abatement the Contractor shall immediately and notify the Architect and Owners Representative.

3.2 Removal

A. Remove the existing portico structure. Carefully inspect and repair exposed surfaces, utilities, penetrations, etc., for damage and repair or replace as required.

B. Removal shall result in a smooth, consistent substrate for installtion of new materials associated with the new entrance portico.

C. A thorough inspection of the existing exposed surfaces and adjoining materials shall be made to determine if any repairs are required. If conditions are uncovered or created that would be detrimental to the installation of specified work, immediately notify the Owner's Representative of such conditions for determination of treatment.

3.3 Pollution Control

A. The Contractor shall be aware that the facility must remain in use throughout the course of construction and that any disruption or inconvenience sustained by the Owner, employees, visitors and patrons must be kept to an absolute minimum. To this end, the Contractor shall provide, if necessary, a water spray and impermeable barrier to minimize dust and debris infiltration. Also the Contractor shall select equipment and procedures to mitigate noise discomfort.

B. Debris shall be considered the property of the Contractor and shall be removed for the site in its entirety on a daily basis and be legally disposed. On site storage of discarded material will only be permitted when stored in a covered container.

3.4 On-Site Storage

A. Equipment or materials stored on the roof shall be distributed in such a manner that no structural building components are over stressed.

B. Ground level storage areas, if available, will be provided adjacent to the facility for equipment and new materials. Size and location of area shall be coordinated with the Owner.

C. No debris or waste material shall be stored on or within the building, unless otherwise designated.

3.5 Repair of Damages

A. The Contractor shall provide a list of damaged or deteriorated elements of the building and adjacent areas to the Owner prior to demolition and shall be responsible for repair or replacement of damaged or deteriorated items not on that list when the operations of the Contractor are substantially complete.

B. Damage to any portion of the building which results in disruption of or inconvenience to the Owner, employees or patrons shall be immediately repaired or replaced by the Contractor. If such restitution is not promptly made, the Owner shall have the necessary work performed by an outside agency at the Contractor's expense. Such work shall be completed to the satisfaction of the Owner prior to the release of final payment.

3.6 Environmental Requirements

A. Do not apply roofing membrane or sealants during inclement weather or when a 20% chance of precipitation is expected.

B. Do not apply roofing insulation or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be covered/weatherproofed during same day.

3.7 Clean-Up

A. The building and adjacent areas shall be left in a broom clean condition at the end of each day.

B. On completion of the work of this section and after removal of debris, the site shall be left in a clean and safe condition, satisfactory to the Owner or his authorized representative.

END OF SECTION

SECTION 05 52 00
METAL RAILINGS

PART I - GENERAL

1.1 RELATED DOCUMENTS:

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 RELATED SECTIONS

A. Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.

B. Related Sections

1. Section 09-91-13 - Exterior Painting

1.3 DELIVERY, STORAGE AND HANDLING

A. Time delivery and installation of guardrails to avoid delaying other trades whose work is dependent on or affected by this work. Keep materials dry during delivery.

B. Store guardrails in original packaging.

C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.4 SCOPE OF WORK

A. Install new guardrails on existing 1-1/2” diameter steel handrails. Weld guardrails to existing steel handrails with 1” diameter horizontal steel post

PART II - PRODUCTS

2.1 STEEL GUARDRAILS

A. 4” square wire mesh guardrail welded in steel bar frame on both sides of wire mesh

B. Wire mesh guardrails as manufactured by:

McNichols Co.
Boston Metals Service Center
33 High Street
North Billerica, MA 01862
Ph: (813) 466-6979

C. Wire mesh (McNichols item # 3604250041 or equal) shall be 4” x 4” square wire mesh, carbon steel, cold rolled, welded – trimmed. Open square 3.7500” x 3.7500” x 0.250” thick (2-3/4”guage) wire diameter. 90% Open area.

D. Wire mesh to be welded 1-1/2” x 0.25” steel bar on both sides of wire mesh.

E. Factory prime and paint two coats.

PART III - EXECUTION

3.1 EXAMINATION

A. Verify measurements and dimensions shown before proceeding with fabrication and installtion work.

B. Examine supporting structure and conditions under which guardrail work is to be Installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

C. Correlate location of 1” diameter steel studs for mounting guardrails.

D. Install in accordance with manufacturer’s instructions.

3.2 Protection

A. Protect installed work from damage by other trades until acceptance of work.

End of Section

SECTION 05 73 00
ALUMINUM RAILINGS

PART I - GENERAL

1.1 RELATED DOCUMENTS:

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 SECTION INCLUDES

A. Aluminum railings including the following:

1. Aluminum railing components.
2. Deck railings.

1.2 RELATED SECTIONS

A. Section 06 10 00 - Rough Carpentry.

B. Section 06 73 00 - Composite Decking.

1.3 REFERENCES

A. National Green Building Standard (NGBS).

1.4 COORDINATION

A. Coordinate blocking and support requirements for railing posts.

B. Coordinate bracing of support posts.

1.5 SUBMITTALS

A. Refer to Section 01 33 00 Submittal Procedures.

B. Product Data: Submit manufacturer current technical literature for each type of product.

C. Shop Drawings:

1. Include details showing anchorage to primary structure, bracing of deck framing, required blocking, and bridging.

D. NGBS Submittals:

1. Practice 608 - Indigenous Materials
   a. Practice 608.1: Provide documentation indicating manufacturing location of indigenous materials that are extracted, processed, and manufactured within 500 miles of project site.

E. Quality Assurance Submittals

1. Manufacturer Instructions: Provide manufacturer's written instructions including proper material storage, material handling, installation sequence, and attachment methods.
2. Test Report: Submit ICC ES Report: ER-4943P indicating properties of deck framing materials.

F. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

G. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square representing actual product, color, and patterns.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 5 year experience manufacturing similar products.

B. Installer Qualifications: Minimum 2 year experience installing similar products.

1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to starting work of this section.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver framing materials and components in manufacturer's original, unopened, undamaged packaging with identification labels intact.

B. Store materials on dry, level, firm, and clean surface. Elevate material at one end to allow moisture run-off, cover and ventilate to allow air to circulate and moisture to escape.

C. Handling: Handle materials to avoid damage.

1.9 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.10 SEQUENCING

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.11 WARRANTY

A. Limited Warranty:

1. Warranty Period: 25 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Trex Company Incorporated, which is located at: 160 Exeter Dr.; Winchester, VA 22603-8605; ASD Toll Free Tel: 800-BUY-TREX; Tel: 540-542-6300; Fax: 540-542-6890; Email: marketing@trex.com; Web: https://www.trex.com

B. Substitutions: Not permitted.

C. Requests for substitutions will be considered in accordance with provisions of Section 01 33 00.

2.2 DECK RAILING

A. Aluminum Deck Railing:

1. Product: Trex Signature Railing as manufactured by Trex Railing and Decking.
2. Product: Rod Rail as manufactured by Trex Railing and Decking.
3. Finish: Durable powder coating, color as selected.

B. Aluminum Railing Post Components:
   1. Products: Standard posts, Post Mounts or Joist Mount posts, post caps, post skirts.
   2. Finish: Durable powder coating, color as selected.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions and approved submittals. Install in proper relationship with adjacent construction.

3.4 CLEANING AND PROTECTION

A. Remove scrap material from site and legally dispose of offsite.

END OF SECTION

SECTION 06 10 00
ROUGH CARPENTRY

PART I - GENERAL

1.1 RELATED DOCUMENTS:

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 RELATED SECTIONS

A. Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.

B. Related Sections

1. Section 06 65 00 - Plastic fabrications

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM C-209 Water Absorption, % by Volume
2. ASTM C-1289, Type V
3. ASTM D-2126 Dimensional Stability Change
4. ASTM D-16121 Compression Resistance
5. ASTM E96 Moisture Vapor Transmission
6. ASTM E-108 Class A fire resistance rating

B. Federal Specification

1. HH-1-1972/Gen and HH-1-1972/2

1.4 DELIVERY, STORAGE AND HANDLING

A. Time delivery and installation of carpentry work to avoid delaying other trades whose work is dependent on or affected by the carpentry work. Keep materials dry during delivery.

B. Store lumber, plywood and insulated nail board in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces.

C. Protect exposed materials against water and wind. Remove damaged or unsuitable material from the job site.

1.5 QUALITY ASSURANCE

A. Comply with governing codes & regulations. Use experienced installers.

B. Lumber Standards: American Softwood Lumber Standard PS 20-70 by the U.S. Department of Commerce.

C. Plywood Standards: U.S. product Standard PSI-74/ANSI A 199.1 or latest APA Performance Standards for American Plywood Association.

D. Factory Marking: Mark each piece of lumber or plywood to indicate type, grade, agency providing inspection service.

E. Size and Shape: Dress lumber 4 sides (S4S) and work to shapes and patterns shown. Nominal sizes shown and specified refer to undressed lumber dimensions. Detailed dimensions show actual lumber size required.

1.6 SCOPE OF WORK

A. Replace all damaged wood blocking, sleepers and plywood in kind.

B. Add wood blocking to meet new insulation heights according to drawings.

C. Replace deteriorated trim in kind and install new wood and sheet metal.

PART II - PRODUCTS

2.1 DIMENSIONAL LUMBER AND PLYWOOD

A. Construction Lumber: Standard Grade Douglas Fir, Western Larch, Western Hemlock (WWPA or WCLB) or No. 2 dimension Southern Pine (SPIB).

B. Exterior Type Plywood: APA Rated sheathing, EXT.

C. Bucks, Nailers, Blocking, Etc.: No. 2 common grade of any WWPA or WCLA species or No. 2 Southern Pine (SPIB). Vertical sleepers/spaces on roof deck shall be 5/4" thickness (actual depth 1")

D. Anchorage and Fastenings: Proper type, size material and finish for each application.

E. Quality: Sound, seasoned, well manufactured materials of longest practical lengths and sizes to minimize joints. Free from warp which cannot be easily corrected by anchoring and attachment. Discard material with defects which would impair quality of work.

PART III - EXECUTION

3.1 EXAMINATION

A. Verify measurements and dimensions shown before proceeding with carpentry work.

B. Examine supporting structure and conditions under which carpentry work is to be Installed. Do not proceed with installation until unsatisfactory conditions have been corrected.

C. Correlate location of nailers, blocking and similar supports for attached work.

D. Scribe and cope as required for accurate fit of carpentry work to other work.

3.2 Protection

A. Protect installed work from damage by other trades until acceptance of work.

3.3 Installation of Lumber and plywood products

A. Provide all nailers, blocking and sheathing where shown on the drawings or required for attachment of other work. Minimum flashing height of eight (8) inches is required. Coordinate with location with other work involved; refer to shop drawings of such work.

B. Attach to substrate securely as required to support applied loading. Countersink bolts and nuts flush with surfaces.

C. Securely attach wood nailers to substrates in accordance with Factory Mutual Loss Prevention Data Sheet 1-49 and as required by recognized standards.

D. Provide washers under bolt heads and nuts in contact with wood.

E. Do not wax or lubricate fasteners that depend on friction for holding power.

F. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish material.

G. Make tight connections between members. Install fasteners without splitting of wood; predrill as required. Do not drive threaded friction type fasteners; turn into place. Tighten bolts and lag screws at installation and retighten as required for tight connections prior to closing in or at completion of work.

End of Section

March 25, 2024

SECTION 06 44 43
POLY/MARBLE COMPOSITE FIBERGLASS COLUMNS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this section.

1.2 WORK INCLUDED

A. Columns shall be Composite Fiberglass Units. Erection per drawings, manufacturers' instructions and in compliance with local codes.

1.3 RELATED DOCUMENTS

A. Applicable portions of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications and Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract shall apply to this Section. The general requirements for this work are located in Division 1 of the Specifications.

1.4 SUBMITTALS AND SUBSTITUTIONS

A. In accordance with Section 01 33 00.

B. Substitutions will not be considered prior to the award of the General Contract.

C. Submit shop drawings for approval showing plans, sections and details, and installation instructions covering erection, and installation hardware.

1.5 REFERENCES

A. Columns shall meet or exceed ASTM E 84-01 Class 1 Standard Test Method for Surface Burning Characteristics of Building Materials.

1.6 WARRANTY

A. At project closeout, provide to Owner or Owners Representative a copy of the manufacturer's limited warranty outlining its terms and conditions.

B. The columns shall be guaranteed by the manufacturer against defects in materials or workmanship for "Lifetime of Original Ownership" when installed and maintained according to the manufacturers installation and maintenance instructions. "Lifetime" is as long as the original owner owns the structure to which the columns are attached.

1.7 VERIFICATION OF DESIGN

A. The components indicated on the drawings show dimensions established to accomplish the Architect's intended visual result and to conform to the building's configuration. The contractor shall verify that all components that will actually be provided for the
work of this section will fit the building's structural elements and conform to the visual design criteria indicated on the drawings without materially altering profiles and alignments.

B. Any installation hardware and additional support or backing components shall be provided by the installing contractor as part of the work of this section.

PART 2 - PRODUCTS

2.1 MANUFACTURER

A. Melton Classics, Inc., PO Box 465020, Lawrenceville, GA 30042, 800-963-3060 www.MeltonClassics.com .

B. It is required that other manufacturers wishing to submit their products shall submit and a 3 part CSI specification and samples of each type of column, capital, and base at least fourteen (14) days prior to bid date. These products must be certified by the manufacturer to meet or exceed all, materials, technical performance tests and warranty listed on the architectural specifications for those products. The design and aesthetic appearance of the column, capital, and base are of equal importance in determining if the column shaft, capital, and base are "equal". Manufacturers and products meeting these requirements will receive a letter of approval prior to bid date of this project. Manufacturers not receiving said letter will not be considered for this product.

2.2 DESCRIPTION

A. Columns shall be Melton Classics DuraClassic™ Composite Fiberglass Columns according to following designation:

B. Column shall be: Tuscan - 200DC

C. Columns shafts, capitals and bases shall be manufactured from fiberglass reinforced polyester resin marble composite. **No polyurethane capitals or bases will be allowed.**

D. Capitals and base/plinths shall be the manufacturers standard for the size and design indicated.

2.3 MATERIAL

A. Column shaft, capital and base shall be centrifugal cast fiberglass reinforced polyester resin and stone composite.

B. Column materials shall comply with ASTM E 84-01 Class 1 test specifications for Flame Spread and Smoke Development
1. Flame Spread Index (FSI) < 25
2. Smoke Developed Index (SDI) < 450

C. Column materials shall comply with ASTM E 84-01 Class 1 test specifications for Flame Spread and Smoke Development.

D. Shaft thickness shall be approximately 3/8" to 5/8" depending on diameter.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE AND HANDLING

A. Transport and handle units in a manner that avoids excessive stresses or damage, and store on a level and clean surface.

3.2 PREPARATION

A. Prior to manufacturing, dimensions and conditions not shown on the drawings will be checked by the erector for inclusion by the manufacturer.

B. Prior to installation, the erector shall check job site dimensions. Any discrepancies between design and field dimensions shall be brought to the attention of the General Contractor. Work shall not proceed until these discrepancies are corrected.

C. Lightly sand and thoroughly clean surfaces prior to installation to remove dirt and mold release prior to painting.

D. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer’s detailed installation instructions

B. Surface Preparation: Lightly sand all surfaces with 100 grit sand paper and clean thoroughly to remove dust.

C. Primer: Acrylic based General Purpose Primer by Sherwin Williams.

D. Finish Coat: Acrylic based Duration by Sherwin Williams or approved equal.

END OF SECTION

SECTION 06 60 00
PLASTIC FABRICATIONS

PART I - GENERAL

1.1 RELATED DOCUMENTS:

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 RELATED SECTIONS

A. Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.

B. Related Sections

1. Section 06 10 00 – Rough Carpentry

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM D-792 Density and Specific Gravity of Plastic by Displacement
2. ASTM D-570 Water Absorption of Plastics
3. ASTM D-638 Tensile Properties of Plastics
4. ASTM D-790Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulation Materials
5. ASTM D-1761 Mechanical Fasteners in Wood
6. ASTM D-5420 Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by means of a Striker Impacted by a Falling Weight
7. ASTM D-256 Determining the Pendulum Impact Resistance of Plastics
8. ASTM D-696 Coefficient of Linear Thermal Expansion of Plastics Between -30 deg C and 30 deg C with a Vitreous Silica Dilatometer
9. ASTM D-635 Rate of Burning and/or Extent and time of Burning of Plastics in a Horizontal Position.
10. ASTM E-84 Surface Burning Characteristics of Building Materials

11. ASTM D-648 Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position
12. D-3679 Standard Specification for Rigid Poly Vinyl Chloride (PVC) Siding

1.4 SUBMITTALS

A. General: Submit listed materials in accordance with specification section 01 33 00; Submittals

B. Submit product data, manufacturer's catalog information and product data sheets

C. Submit three material samples for each product used. Sample to be representative of texture, thickness, and widths shown in the contract documents.

1.5 DELIVERY, STORAGE AND HANDLING

A. Trim materials should be stored on a flat and level surface on a full shipping pallet. Handle materials to prevent damage to product edges and corners. Store materials under a protective covering to prevent jobsite dirt and residue from collecting on boards.

1.6 QUALITY ASSURANCE

A. Install in accordance with local Building Code requirements.

B. Allowable Tolerances:

1. Variation in component length: -0.00 / +1.00
2. Variation in component width: +/- 1/16"
3. Variation in component Thickness: +/- 1/16"
4. Variation in component edge cut: +/- 2"
5. Variation in Density: -0% + 10%

C. Workmanship Finish and Appearance

1. Free foam cellular PVC that is homogeneous and free of voids, holes, cracks, and foreign inclusions and other defects. Edges must be square, and top and bottom surfaces shall be flat with no convex or concave deviation.

2. Uniform surface shall be free from cupping, warping, and twisting.

1.7 SCOPE OF WORK

A. Install Azek trim boards in accordance with the contract documents.

B. Coordinate installation with all other surrounding work for a complete installation of the weather tight cladding system in accordance with the contract documents.

1.8 WARRANTY

A. Provide manufacturer's 25 year warranty against defects in manufacturing that cause the product to rot, corrode, delaminate, or excessively swell from moisture.

PART II - PRODUCTS

2.1 MATERIALS

A. Fascia boards (flat) shall be AZEK 4'-0" x 8'-8" x ½" manufactured by Vycom Corporation, 801 Corey Street, Moosic, PA 18507

B. Trim boards shall be AZEK trim boards manufactured by Vycom Corporation, 801 Corey Street, Moosic, PA 18507

C. Material: Free foam cellular PVC material with a small-cell microstructure and density of .55 grams/cm cubed.

1. Material shall have the minimum physical and performance properties specified in section 2.1 paragraph C.

D. Performance and Physical Characteristic requirements:

Property	Units	Value	ASTM
PHYSICAL			
Density	g/cm3	0.55	D 792
Water Absorption	%	0.15	D 570
MECHANICAL			
Tensile Strength	psi	2256	D 638
Tensile Modulus	psi	144,000	D 638

Flexural Strength	psi	3329	D 790
Flexural Modulus	psi	144,219	D 790
Nail Hold	Lbf/in of penetration	35	D 1761
Screw Hold	Lbf/in of penetration	680	D 1761
Staple Hold	Lbf/in of penetration	180	D 1761
Gardner Impact	in-lbs	103	D 5420
Charpy Impact (@23 C)	ft-lbs	4.5	D 256
THERMAL			
Coefficient of Linear Expansion	in/in/F	3.2 x 10-5	D 696
Burning Rate	in/min	No burn when Flame removed	D 635
Flame Spread Index	- -	25	E 84
Heat Deflection Temp 264 psi	deg F	150	D 648
Oil canning (@140 deg F)	deg F	Passed	D648

2.2 ACCESSORY PRODUCTS

A. Fasteners:

1. Use fasteners designed for wood trim and wood siding (thinner shank, blunt point, full round head) with AZEK.
2. Use a highly durable fastener such as a stainless steel or hot-dipped galvanized.
3. Staples, small brads and wire nails must not be used as fastening members.
4. The fasteners should be long enough to penetrate the solid wood substrate a minimum of 1 ½”.
5. The use of nails guns is allowed. Test settings and adjust as required.
6. Use 2 fasteners per every frame member for trimboard applications. Trimboards 12” or wider will require additional fasteners.
7. Fasteners must be installed no more than 2” from the end of each board.
8. AZEK should be fastened into a flat, solid substrate. Fastening AZEK into hollow or uneven areas must be avoided.
9. Pre-drilling is typically not required unless a large fastener is used or product is installed in low temperatures.
10. 3/8” and ½” sheet product shall not be ripped into trim pieces. These profiles must be glued to a substrate and mechanically fastened.

B. Sealants:

1. Use urethane, poly urethane or acrylic based sealants without silicone. Refer to specification section 07 92 13, Sealants.

2.3 FINISHES

A. Azek products do not require paint for protection.

PART III - EXECUTION

3.1 INSTALLATION

A. Manufacturer's Instructions:

1. Comply with manufacturer's product catalog installation instructions and product technical bulletins.

B. Cutting:

1. Cut AZEK products with a carbide tipped blade designed to cut wood. Avoid fine tooth metal cutting blades.
2. Rough edges from cutting may be caused by excessive friction, poor board support, or worn or improper tooling.

C. Drilling:

1. AZEK products can be drilled using the same tools used to drill lumber.
2. Care should be taken to avoid frictional heat build-up.
3. Use standard woodworking drills. Do not use drills made for normal rigid PVC.
4. Periodic removal of AZEK shavings from the drill hole may be necessary

D. Milling:

1. AZEK products can be milled using standard milling machines used to mill lumber.
2. Relief angle 20 degrees to 30 degrees.
3. Cutting speed to be optimized with the number of knives and feed rate.

E. Routing:

1. AZEK products can be routed using standard router bits and the same tools used to rout lumber.
2. Carbide tipped router bits are recommended.

F. Edge Finishing:

1. Edges can be finished by sanding, grinding or filing with traditional woodworking tools.

G. Nail Location

1. Use 2 fasteners per each framing member for trim board applications.
2. Trim boards 12” or wider will require additional fasteners.
3. Fasteners must be installed no more than 2” from the end of each board.

H. Thermal Expansion and Contraction

1. AZEK products expand and contract with changes in temperature, install in accordance with manufacturer’s installation instructions.
2. AZEK properly installed in accordance with manufacturer’s instructions with fastener’s along the entire length will minimize the effects of expansion and contraction.
3. When properly fastened, allow for 1/8” per 18 foot of AZEK product for expansion and contraction.
4. Joints between pieces of AZEK should be glued to eliminate joint separation. When gaps are glued on a long run of AZEK, allow for expansion and contraction at ends of the run.

END OF SECTION

March 25, 2024

SECTION 06 73 00
COMPOSITE DECKING

PART I - GENERAL

1.1 RELATED DOCUMENTS:

The provisions of the Contract, the General Conditions, the Supplementary Conditions and other Division I Specification Sections, apply to the work in this section.

1.2 RELATED SECTIONS

A. Drawing and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections, Apply to this Section.

B. Related Sections

1. Section 06 10 00 – Rough Carpentry

1.3 REFEFENCES

A. ASTM International (ASTM):

1. ASTM D1037: Water Absorption of Plastics.
2. ASTM D1761: Mechanical Fasteners in Wood.
3. ASTM D1413: Test method for Wood Preservatives by Laboratory Soil-block Cultures.
4. ASTM D7031: Standard Guide for Evaluating Mechanical and Physical Properties of Wood-Plastic Composite Products, ASTM International.
5. ASTM D7032: Standard Specification for Establishing Performance Ratings for Wood-Plastic Composite Deck Boards and Guardrail Systems (Guards or Handrails).
6. ASTM E84: Test Method for Surface Burning Characteristics of Building Materials, ASTM International.

B. Code Reports:

1. Nationally Recognized Testing Facilities:

a. Intertek:

1) CCRR-0301 Trex Enhance Basic and Naturals Decking.

b. ICC Evaluation Services:
1) ESR-3168 Trex Transcend and Select Decking.

1.4 SUBMITTALS

A. General: Submit listed materials in accordance with specification section 01 33 00; Submittals

B. Submit product data, manufacturer's catalog information and product data sheets

C. Submit three material samples for each product used. Sample to be representative of texture, thickness, and widths shown in the contract documents.

1.5 DELIVERY, STORAGE AND HANDLING

A. Trex Decking and Trex Tread materials should be stored on a flat and level surface on a full shipping pallet. Handle materials to prevent damage to product edges and corners. Store materials under a protective covering to prevent jobsite dirt and residue from collecting on boards.

1.6 QUALITY ASSURANCE

A. Install in accordance with local Building Code requirements.

B. Allowable Tolerances:

1. Variation in component length: -0.00 / +1.00
2. Variation in component width: +/- 1/16"
3. Variation in component Thickness: +/- 1/16"
4. Variation in component edge cut: +/- 2"
5. Variation in Density: -0% + 10%

C. Workmanship Finish and Appearance

1. TREX Decking and TREX Tread when installed shall be homogeneous and free of voids, holes, cracks, and foreign inclusions and other defects. Edges must be square, and top and bottom surfaces shall be flat with no convex or concave deviation.

2. Uniform surface shall be free from cupping, warping, and twisting.

1.7 SCOPE OF WORK

A. Install TREX Decking and TREX Tread in accordance with the contract documents.

B. Coordinate installation with all other surrounding work for a complete installation of the deck system in accordance with the contract documents.

1.8 SUSTAINABILITY

A. TREX Decking and TREX Tread shall be 95% recycled plastic film and reclaimed sawdust.

1.9 WARRANTY

A. Provide manufacturer's 35 year limited warranty against fade and stain degredation, defects in manufacturing that cause the product to deteriorate, corrode or excessively swell from moisture'

PART II - PRODUCTS

2.1 MATERIALS

A. TREX Decking – Transcend Series; 5-1/2" wide x 1" thick" (grooved) x 12'-0" or 16'-0" manufactured by TREX Company, Inc; 2500 TREX Way, Winchester, VA 2260. Phone: 1-800-289-8738

B. TREX Tread – Transcend Series; 8" wide x 1" thick" (grooved) x 12'-0" or 16'-0" manufactured by TREX Company, Inc; 2500 TREX Way, Winchester, VA 2260. Phone: 1-800-289-8738

C. Material: Enhanced decking and tread uses 95% recycled plastic film and sawdust meeting manufacturer's specifications.

2.2 ACCESSORY PRODUCTS

A. Fasteners:

1. Use fasteners as required by manufacturer for installation of TREX

decking and TREX Tread.
2. Staples, small brads and wire nails must not be used as fastening members.
3. The fasteners should be long enough to penetrate the solid wood substrate a minimum of 1 ½".
4. The use of nails guns is allowed. Test settings and adjust as required.
5. Use minimum 2 fasteners per every frame member for TREX Decking and TREX Tread applications.
   Trimboards 12" or wider will require additional fasteners.
6. Fasteners must be installed no more than 2" from the end of each board.
7. TREX Decking and Tread should be fastened into a flat, solid substrate. Fastening TREX Decking and TREX Tread into hollow or uneven areas must be avoided.

B. Sealants:

1. Use urethane, poly urethane or acrylic based sealants without silicone. Refer to specification section 07 92 13, Sealants.

2.3 FINISHES

A. TREX products do not require paint for protection.

PART III - EXECUTION

3.1 INSTALLATION

A. Manufacturer's Instructions:

1. Comply with manufacturer's product catalog installation instructions and product technical bulletins.

B. Cutting:

1. Cut TREX products with blades recommended by manufacturer designed to cut composite products.
2. Rough edges from cutting may be caused by excessive friction, poor board support, or worn or improper tooling.

C. Drilling:

1. TREX products can be drilled using the same tools used to drill lumber.
2. Care should be taken to avoid frictional heat build-up.
3. Use standard woodworking drills. Do not use drills made for normal rigid PVC.
4. Periodic removal of TREX shavings from the drill hole may be necessary

D. Edge Finishing:

1. Edges can be finished per manufacturers installation instructions.

E. Nail Location

1. Use minimum 2 fasteners per each TREX Decking or Tread at each framing member.
2. Fasteners must be installed no more than 2” from the end of each board.

F. Thermal Expansion and Contraction

1. TREX products expand and contract with changes in temperature, install in accordance with manufacturer’s installation instructions.

2. TREX Decking and TREX Tread properly installed in accordance with manufacturer’s instructions will minimize the effects of expansion and contraction.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. Provide all labor, equipment, and materials to fabricate and install the following.

1. Edge strip and flashing.

2. scuppers, and trim.

3. Fascia and edge metal.

B. Related Sections:

1. Section 06 10 00 - Rough Carpentry

2. Section 07 52 23 - Ethylene Propylene Diene Monomer (EPDM) Membrane Roofing

3. Section 07 92 13 - Joint Sealants

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.

2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.

3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.

B. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)

1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal.

C. Warnock Hersey International, Inc., Middleton, WI (WH)

D. Factory Mutual Research Corporation (FMRC

E. Underwriters Laboratories (UL)

F. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

1. 1993 Edition Architectural Sheet Metal Manual

G. National Roofing Contractors Association (NRCA)

1. Roofing and Waterproofing Manual

H. American Society of Civil Engineers (ASCE)

1. ASCE 7-05 Minimum Design Loads for Buildings and Other Structures.

1.4 SUBMITTALS FOR REVIEW

A. Product Data:

1. Provide manufacturer's specification data sheets for each product.

2. Metal material characteristics and installation recommendations.

3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.

B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.

C. Shop Drawings

1. For manufactured and ANSI/SPRI approved shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.

2. Indicate material profile, jointing pattern, jointing details, fastening methods, flashing, terminations, and installation details.

3. Indicate type, gauge and finish of metal.

D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.5 SUBMITTALS FOR INFORMATION

A. Design Loads: Alternate materials may only be submitted by a prime bidding contractor. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the wind uplift and perimeter attachment requirements according to ASCE 7-05 and ANSI/SPRI ES-1. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

B. Factory Mutual Research Corporation's (FMRC) wind uplift resistance classification: The roof perimeter flashing shall conform to the requirements as defined by the FMRC Loss Prevention Data Sheet 1-49.

1.6 CONTRACT CLOSEOUT SUBMITTALS

A. General: Comply with Requirements of Section 01 33 00 - Submittals.

B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.

D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years experience.

B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years experience with the installation of similar system to that specified.

C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials which may cause discoloration or staining.

1.9 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AND PERFORMANCE CRITERIA

A. Thermal expansion and contraction:

1. Completed metal edge flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

1.11 WARRANTIES

A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.

1. Pre-finished metal material shall require a written twenty (20)-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for a warranty.

3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.

4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.

6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.

7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for modified membrane roof areas, and any transitions between two different material types.

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.

2. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.3 MATERIALS

A. Materials:

1. Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations

B. Finishes:

1. Exposed surfaces for coated panels:

a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer.

Weathering finish as referred by National Coil Coaters Association (NCCA).

PROPERTY	TEST METHOD	FLUOROCARBON*
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H
Bend	ASTM D-4145 NCCA II-19	O-T
Cross-Hatch Adhesion	ASTM D3359	no loss of adhesion
Gloss (60° angle)	ASTM D523	25+/-5%
Reverse Impact	ASTM D2794	no cracking or loss of adhesion
Nominal Thickness	ASTM D1005	
Primer		0.2 mils
Topcoat		0.8 mils
TOTAL		1.0 mils

* Subject to minimum quantity requirements

b. Color shall be as specified

2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mill.

3. Exposed and unexposed surfaces for anodized aluminum flashing, fascia, and coping cap, shall be as shipped from mill.

2.4 RELATED MATERIALS AND ACCESSORIES

A. Leader Head: Boston Leader Head - .032 " Aluminum with Kynar finish, size as shown on drawings and as manufactured by K & M Sheet Metal

B. Metal Primer: Zinc chromate type.

C. Plastic Cement: ASTM D 4586

D. Sealant: Specified in Section 07900 or on drawings.

E. Underlayment: ASTM D2178, No15 asphalt saturated roofing felt.

F. Slip Sheet: Rosin sized building paper.

G. Fasteners:

1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.

2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.

H. Gutter and Downspout Anchorage Devices: Material as specified for system.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

3.2 PROTECTION

A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

3.3 GENERAL

A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.

B. Fastening of metal to walls and wood blocking shall comply with building code standards.

C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.

D. Allow sufficient clearances for expansion and contraction of linear metal components. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

3.4 INSPECTION

A. Verify that curbs are solidly set and nailing strips located.

B. Perform field measurements prior to fabrication.

C. Coordinate work with work of other trades.

D. Verify that substrate is dry, clean and free of foreign matter.

E. Commencement of installation shall be considered acceptance of existing conditions.

3.5 MANUFACTURED SHEET METAL SYSTEMS

A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer's printed instructions.

B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. Refer to Source limitation provision in Part 1.

3.6 SHOP-FABRICATED SHEET METAL

A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.

B. Hem exposed edges.

C. Angle bottom edges of exposed vertical surfaces to form drip.

D. Lap corners with adjoining pieces fastened and set in sealant.

E. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.

3.7 CLEANING

A. Clean installed work in accordance with the manufacturer's instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

3.8 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction

3.9 FINAL INSPECTION

A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.

B. Inspect work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the Architect upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION 07 62 00

SECTION 07 92 13
JOINT SEALERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

A. Section includes surface preparation, joint sealing, sealants and joint backing.

B. Related Sections: The following sections contain requirements that relate to this section.

1. Section 07 53 00 – Ethylene Propylene Diene Monomer (EPDM) Membrane Roofing
2. Section 07 62 00 – Sheet Metal Flashing and Trim

1.3 REFERENCES

A. American Society for Testing and Materials, ASTM.

1. ASTM C920 Specification for Elastomeric Joint Sealants.

1.4 SUBMITTALS

A. Product Data: Submit data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.

B. Provide sample installation on site for Architect’s inspection and approval.

C. Certificates: Upon completion of work, furnish written statement signed by the Contractor, applicator, and manufacturer stating sealant application complies with drawings, specifications, and manufacturer’s recommendations and was proper and adequate for conditions requiring sealant.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver sealants and related accessories in factory sealed, unopened containers bearing manufacturer's name, batch number, and product designation.

B. Storage: Store in unopened containers. Follow manufacturer's recommendations for storage temperature and shelf life.

C. Handling: Follow manufacturer's recommendations for handling product containing toxic materials. Keep flammable materials away from heat, sparks, and open flame. Use recommended solvents and cleaning agents for cleaning tools, equipment, and skin.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.7 PROTECTION

A. Use masking tape where required to control lap of materials on adjacent surfaces and remove upon completion.

PART 2 PRODUCTS

2.1 MATERIALS

A. General

1. Sealant systems shall be compatible with contacting surfaces and premolded joint fillers.
2. Sealant systems shall not stain adjacent exposed surfaces.
3. Manufacturer's standard color range shall permit matching sealants to color of contacting surfaces.

2.2 MANUFACTURER

A. All sealants and accessory parts shall be as manufactured by Pecora Corp.

B. Substitutions: As approved by Architect

2.3 MATERIALS:

A. General

1. Sealant systems shall be compatible with contacting surfaces and premolded joint filler.
2. Sealant systems shall not stain adjacent exposed surfaces.
3. Manufacturer's standard color range shall permit matching sealants to color of contacting surfaces

B. ELASTOMERIC SEALANTS

1. Sealant Type 1: Multi-component acrylic latex sealant; comply with ASTM C C-834-95: Pecora AC-20 + Silicone.
2. Sealant Type 2: Two-part Polyurethane sealant; comply with Fed Spec TT-S-00227E, Class A, Type II: ASTM C-920, Type M, Grade NS, Class 25, Use M: Pecora Dynatrol II

2.4 ACCESSORIES

A. Primers, sealers, surface conditioners and solvents: As recommended by sealant manufacturer to suit application. Sealants shall be non-staining. Solvents shall be residue free

B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

C. Joint Backing: Round foam rod compatible with sealant; ASTM D1056, sponge or expanded rubber; oversized 30 to 50 percent larger than joint width. Incompressible materials or acrylic-, asphalt-, oil-, or solvent containing materials will not be permitted.

D. Bond Breaker: Polyethylene film, pressure sensitive tape recommended by sealant manufacturer to suit application.

E. Rags: Dry cleaned white cotton.

PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect joints and spaces to receive sealant and verify the following:

1. Verify substrate surfaces and joint openings are ready to receive work.
2. Verify surfaces are free from bituminous materials, from release agents, bond breakers, deleterious curing compounds, water repellants, or other surface treatments.
3. Verify metallic surfaces are free from rust, mill, scale, coatings, oil and grease
4. Verify removal of protective materials from aluminum surfaces.
5. Verify concrete, plaster, or masonry surfaces have properly cured.
6. Verify joints and spaces requiring sealing are at correct or normal width.
7. Verify joint backing and release tapes are compatible with sealant.

B. Do not start application until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Cleaning

1. Remove loose materials and foreign matter which might impair adhesion of sealant.
2. Clean and prime joints.
3. Perform preparation in accordance with ASTM C 1193.

B. Remove moisture.

C. Verify proper surface and ambient temperatures.

D. Primers.

1. Make preliminary tests to insure primers will notstain exposed materials or deteriorate back up material.
2. Prime surfaces immediately prior to sealing
3. Prime concrete, stone, copper, steel and masonry surfaces before installing sealant.

E. In all other respects, prepare surfaces in accordance with manufacturer's recommendations.

3.3 INSTALLATION

A. Perform installation in accordance with ASTM C 1193.

B. Perform acoustical sealant application work in accordance with ASTM C 919.

C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.

D. Install bond breaker where joint backing is not used, or where required to confine adhesion of sealant to surface materials.

E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

G. Tooling:

1. Using tooling agent recommended by sealant manufacturer. Neatly tool joints to compress material, improve adhesion to surfaces joined, and achieve slightly concave surface.
2. Repair air pockets exposed by tooling.
3. Use masking tape where required to facilitate tooling and remove upon completion.

3.4 APPLICATION, PENETRATION SEAL

A. Installation: Comply with the manufacturer's written instructions to properly form and dam penetration openings to produce a tight foamed in place penetration seal. After curing inspect for tightness of seal. Make necessary repairs.

B. Provide penetration seals at mechanical and electrical duct, pipe and conduit penetrations through floor slabs.

3.5 PATCHING

A. Patch or replace defective and damaged sealants as directed by the Architect.

3.6 CLEANING

A. Clean adjacent surfaces soiled in applying sealants in accordance with sealant manufacturer's recommendations.

B. Remove wet material from adjacent surfaces before it has set.

C. Do not use cleaning agents.

3.7 SCHEDULE

A. Sealant Joints:

1.	Joints in finish carpentry and trim:	Sealant #2
2.	Metal/metal joints:	Sealant #2
3.	Masonry joints:	Sealant #2
4.	Metal/masonry joints:	Sealant #2
5.	Metal/wood joints:	Sealant #1
6.	Exterior wall seismic & expansion joints:	Sealant #2

END OF SECTION

SECTION 09 91 13
EXTERIOR PAINTING

PART 1 GENERAL

1.1 SUMMARY

A. Section includes surface preparation and field application of paints.

B. Related Sections:

1. Section 05 52 00 – Metal Guardrails

C. Paint the following surfaces:

1. New metal guardrails on exterior egress stairs
2. Existing egress stairs and support structure

1.2 SUBMITTALS

A. Product Data: Submit data on all finishing products. Reference data to Architect's material numbers and painting systems.

B. Samples: Submit two paper chip samples, 3 inch x 3 inch in size illustrating range of colors and gloss available for each surface finishing product scheduled. Identify each sample.

C. Product List: Complete list of materials proposed to be furnished and applied.

D. Operation and Maintenance Data: Submit maintenance and cleaning instructions.

1.3 QUALITY ASSURANCE

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience. Provide primers and undercoats produced by same manufacture as finish coats. Use only thinners approved by coating manufacturer, and only within recommended limits.

B. Installer: Company specializing in performing Work of this section with minimum three years experience.

C. Review other sections of the specifications in which primers are specified. Ensure compatibility of total coating systems for each substrate. Upon request of other trades, furnish characteristics of finish coatings, to ensure compatible prime coats are used.

D. Upon completion certify that the work was performed properly under proper conditions as directed by the manufacturer's representative, using the recommended quantities of the specified materials.

1.4 DELIVERY, STORAGE AND HANDLING

A. Deliver and store packaged materials in original containers with seals unbroken and labels intact at the time of use.

B. Store only approved materials at job site. Store and mix only in suitable, ventilated designated area restricted to storage of paint materials and related equipment.

C. Ensure the safe storage and use of paint materials and the daily safe disposal of waste.

1.5 ENVIROMENTAL REQUIREMENTS

A. Store and apply materials in environmental conditions required by manufacturer's instructions.

PART 2 PRODUCTS

2.1 PAINTS AND COATINGS

A. Manufacturers:

1. Pittsburgh Paint (PPG), Inc.
2. Benjamin Moore Paints, Inc.
3. Sherwin Williams Paint, Co.

2.2 COMPONENTS

A. Coatings: Primers, undercoats, and finish coats all products of the same manufacturer. Ready mixed except field catalyzed coatings of good flow and brushing properties, capable of drying or curing free of streaks or sags. Employ finish coats compatible with primers and undercoats.

B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials required to achieve the finishes specified.

C. Colors: Colors shall be selected and scheduled by Architect. Provide appropriate and specified paint materials in scheduled colors for each type of substrate.

D. Color-tint sealers and undercoats to correspond with finish color. Vary color of successive coats sufficiently to distinguish between coats.

E. Obtain Architect's approval for adjustments of colors on job.

F. Do not reduce any material unless directed by the Architect, or unless recommended by materials manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that substrate conditions are ready to receive Work. Do not proceed until unsatisfactory conditions detrimental to timely and proper completion of the work have been corrected. Application of the first coat constitutes acceptance of surface.

B. Measure moisture content of porous surfaces using an electronic moisture meter. Do not apply finishes unless moisture content is less than 12 percent.

3.2 PROTECTION

A. Protect other surfaces from paint and damage.

B. Provide "wet paint" signs to protect newly painted surfaces.

3.3 PREPARATION

A. Minor defects and clean surfaces which affect work of this section.

B. Remove electrical plates, hardware, light fixture trim, escutcheons, and fittings prior to preparing surfaces or applying finishes. Following completion of painting operations in each space reinstall items using workers skilled in necessary trades.

C. Clean and prepare surfaces in compliance with coating manufacturer's instructions for each substrate condition specified.

D. Clean and remove active mildew with mildew cleaner.

E. Provide barrier coats over incompatible primers, or remove incompatible primers and reprime.

F. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.

G. Uncoated Steel and Iron Surfaces: scale by wire brushing, sandblasting, clean by washing with solvent. Apply treatment of phosphoric acid solution. Prime paint after repairs.

H. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Clean surfaces with solvent. Prime bare steel surfaces.

I. Previously painted surfaces shall be cleaned free of dirt, dust, unsound oxidized paint and foreign matter.

3.4 APPLICATION

A. General

1. Apply coatings in conformance with manufacturer's printed directions. Use applicators and techniques best suited for substrate and type of coating.
2. Sand metal surfaces lightly between coats to achieve required finish. Do not apply coatings over dirt, rust, scale, grease, moisture, scuffs, or to surfaces exhibiting conditions detrimental to the formation of a durable paint film.
3. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
4. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.
5. Tint pigmented undercoats to approximately same shade as final coat. Perceptibly increase the shade of each successive coat.
6. Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specifications.
7. Apply additional coats when undercoats, stains, or other conditions show through final coat, until coating film is of uniform finish, color and appearance Ensure that edges, corners, crevices, weld and fasteners receive equivalent dry film thickness to that of flat surfaces. Apply not less than the specified number of coats
8. Paint to sharp, true lines and edges. At color change occurring in same plane, paint to chalk lines or tape.
9. Prime concealed surfaces of interior woodwork with primer paint.

B. Scheduling painting

1. Apply first coat to properly prepared surfaces as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between coats for proper drying. Do not apply subsequent coat until undercoat has dried firm and does not deform or feel sticky, or when application of another coat causes lifting or loss of adhesion of the undercoat.

C. Prime and finish coats

1. Apply materials at not less than manufacturer's recommended spreading rate. Provide a total dry film thickness of 1 to 1-1/2 mils per coat, unless otherwise directed by manufacturer.
2. Apply a prime coat to all surfaces indicated to receive paint and has not been primed by others. Omit prime coat on metal surfaces which have been shop primed. Touch up shop prime as required.
3. Provide a smooth, opaque finish of uniform finish, color, appearance and coverage. Provide a finish free of cloudiness, spotting, holidays, laps, brush marks, runs, sags and other surface imperfections.
4. Tint pigmented undercoats to approximately same shade as final coat Perceptibly increase the shade of each successive coat.
5. Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specifications.
6. Apply additional coats when undercoats, or other conditions show through final coat, until coating film is of uniform finish, color and appearance. Ensure that edges, corner and crevices receive equivalent dry film thickness to that of flat surfaces. Apply not less than specified number of coats.
7. Paint to sharp, true lines and edges. At color change occurring in same plane, paint to tape line.

D. Guardrails

1. Repair minor defects in shop applied primer and finish.
2. Remove any areas of rust and apply primer and one coat of paint.
3. field apply finish coat of paint (one coat)

E. Stairs and metal framing

1. Remove all loose paint and rust. Apply primer coat to exposed steel/metal.
2. Apply two (2) coats of finish paint.

F. Miscellaneous metal items: Field-applied prime coats may be limited to touch-up of abraded areas.

3.5 CLEANING

A. Cleanup: At end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

B. Upon completion of work, remove surplus materials and rubbish, and clean off spilled or spattered paint resulting from this work.

C. Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

D. Washing finished surfaces

1. Wash in strict accordance with manufacturer's directions only where required to clean work Assure washing does not produce surface different from unwashed surface.

3.6 PROTECTION

A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the Architect.

B. Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.7 PAINT FINISH SCHEDULE

A. Product designations refer to Pittsburgh Paint (PPG) products, except as indicated. Product numbers indicate type and quality.

B. All metal guardrails, stairs and support structure and all miscellaneous metal items shall have a **Gloss** finish.

C. Paint Material Schedule:

1. Exterior guardrails, stairs, support structure and miscellaneous metal items.

   a. First coat: PPG Speedhide Int/Ext Rust Inhibitive Primer, 4160 (Touch up shop primed surfaces as required)
   b. Finish coats:(2): PPG Speedhide Int/Ext Gloss Alkyd Enamel, 4308 Series

END OF SECTION

March 25, 2024

SECTION 10 42 30
DIMENSIONAL LETTERS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

A. Section includes exterior dimensional letters of cast metal construction.

1.3 SUBMITTALS

A. Product Data: Submit product data for specified products. Include material details for each sign specified.

B. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including dimensions, anchorage, and accessories.

C. Samples: Submit supplier's standard color chart for selection purposes and selected colors for verification purposes.

D. Installation: Submit supplier's installation instructions.

E. Closeout Submittals:
   1. Submit operation and maintenance data for installed products, including precautions against harmful cleaning materials and methods.
   2. Submit warranty documents specified herein.

1.4 QUALITY ASSURANCE

A. Supplier: Obtain all products in this section from a single supplier.

B. Regulatory Requirements: Products shall meet requirements of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) and local amendments and modifications.

C. Installer: Installation shall be performed by installer specialized and experienced in work similar to that required for this project.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

B. Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Store products protected from weather, temperature, and other harmful conditions as recommended by supplier.

D. Handle products in accordance with manufacturer's instructions.

1.6 WARRANTY

A. Project Warranty: Comply with requirements of Division 1.

B. Manufacturer's Warranty: Submit manufacturer's standard warranty document executed by authorized company official.
1. Warranty Period: Two (2) years from product ship date. Warranty specifically excludes letter mounting substrate.

PART 2 PRODUCTS

2.1 SIGNAGE SYSTEMS

A. Acceptable Manufacturers:
1. ASI-Modulex, Connecticut Rep; Lauren Corrigan
telephone (646) 742-1320 x104
2. Substitutions: As approved by Architect

B. Acceptable Product: Series LC Cast Metal; Exterior Dimensional Letters.

2.2 Material:

A. Cast Aluminum in Satin finish.

B. Fabricated Letters:
1. Letterstyle: Prism Cut.
2. Letter Cap Height: 6”.
3. Letter Depth: 1”.

C. Mounting Method: Projected Mount.

2.3 FABRICATION – GENERAL

A. General: Comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

B. Design, fabricate, and install sign assemblies to prevent buckling, opening up of joints, and over-stressing of welds and fasteners.

C. Mill joints to a tight, hairline fit. Form joints exposed to the weather to exclude water penetration.

D. Conceal fasteners if possible; otherwise, locate fasteners where they will be inconspicuous.

E. Create signage to required sizes and layout. Comply with requirements indicated for design, dimensions, finish, color, and details of construction.

PART 3 EXECUTION

3.1 EXAMINATION

A. Site Verification of Conditions: Verify installation conditions previously established under other sections are acceptable for product installation in accordance with manufacturer's instructions.

B. Scheduling of installation by Owner or it's representative implies that substrate and conditions are prepared and ready for product installation. Proceeding with installation implies installer's acceptance of substrate and conditions.

3.2 INSTALLATION

A. Install product in accordance with supplier's instructions.

B. Install product in locations indicated using mounting methods recommended by sign manufacturer and free from distortion, warp, or defect adversely affecting appearance.

C. Install product level, plumb, and at heights indicated.

D. Install product at heights to conform to Americans with Disabilities Act Accessibility Guidelines (ADAAG) and applicable local amendments and regulations.

E. Install signs within the following tolerances and in accordance with manufacturer's recommendations:
   1. Interior Signs: Within 1/4 inch vertically and horizontally of intended location.
   2. Exterior Signs: Within 1 inch vertically and horizontally of intended location.

3.3 CLEANING, PROTECTION, AND REPAIR

A. Repair scratches and other damage which might have occurred during installation. Replace components where repairs were made but are still visible to the unaided eye from a distance of 10 feet.

B. Remove temporary coverings and protection to adjacent work areas. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance. Remove construction debris from project in accordance with provisions in Division 1.

3.4 SIGN SCHEDULE

A. Schedule: Refer to Drawings for sizes, locations, and layout of signage types, sign text copy, and graphics.

END OF SECTION

SECTION 26 01 12
TEMPORARY ELECTRICAL DISCONNECTS AND RECONNECTS

PART I- GENERAL

1.1 SECTION INCLUDES

A. Temporarily disconnect electrical feed to each roof top HVAC unit and other necessary equipment including satellite antenna.

B. Inspect and repair existing power lines.

C. Fabrication, installation and flashing of equipment supports.

D. Reconnection of electrical feed upon completion of new roofing and related sheet metal.

1.2 SPECIAL PROVISIONS

A. The Contractor shall employ mechanics licensed in the electrical trade.

B. The Contractor shall disconnect electrical equipment or feeds only when performing roofing work in the immediate area of the equipment or feed.

C. Each feed or unit shall be fully operational immediately after reinstallation. Shut down time for each unit shall be limited to an eight (8) hour period unless otherwise agreed by Owner's Representative.

D. Prior to commencing any disconnects, the Owner shall be given forty-eight (48) hours notice. Notification shall be given through The Owner’s representative.

1.3 Testing

A. Prior to commencing roofing work, the Contractor shall test circuits in the presence of the Owner's Representative.

B. Deficiencies in operation will be noted in writing and shall become a matter of record.

C. Upon completion of the reconnection of each item or circuit, it shall be re-tested by the Contractor in the presence of the Owner's Representative.

D. Any deficiencies, which were not noted in the initial testing shall be corrected by the Contractor at his expense.

PART 2 PRODUCTS

2.1 REPLACEMENT PARTS

A. Any replacement parts or additional materials shall be as recommended by the manufacturer of the unit, or as required by governing codes, and shall match the existing materials as to type, size, thickness and quality shall be provided and installed by the Contractor at his expense.

PART 3 EXECUTION

3.1 JOB CONDITIONS

A. Do not disconnect electricity without permission of the Owner's Representative.

B. Disconnection shall be performed only after new roof and flashing materials are available to complete the operation.

C. Locate penetrations in roof system such that tripping hazards are minimized.

END OF SECTION

SCHEDULE OF DRAWINGS

	Title Sheet
A-1	Floor Plan - Portico
A-2	Roof Plan - Portico
A-3	Elevations
A-4	Elevations
A-5	Sections
A-6	Guardrail Elevations
A-7	Guardrail Panels
A-8	Details
S-1	Partial Foundation and Roof Framing Plans, Sections and Details

FRONT ENTRANCE PORTICO REPLACEMENT
FOR
BUNKER HILL ELEMENTARY SCHOOL

170 BUNKER HIILL AVERNUE
WATERBURY, CT

PREPARED FOR THE

CITY OF WATERBURY, CT

PREPARED BY

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER - SUITE 272
MIDDLETOWN, CONNECTICUT 06457
(860) 346-1809

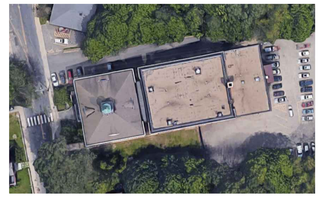
COMM. NO. 2022-18

MARCH 25, 2024

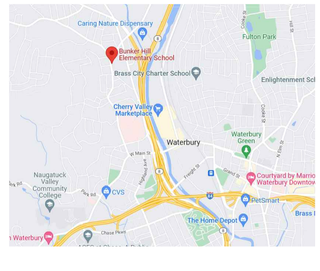
LIST OF DRAWINGS

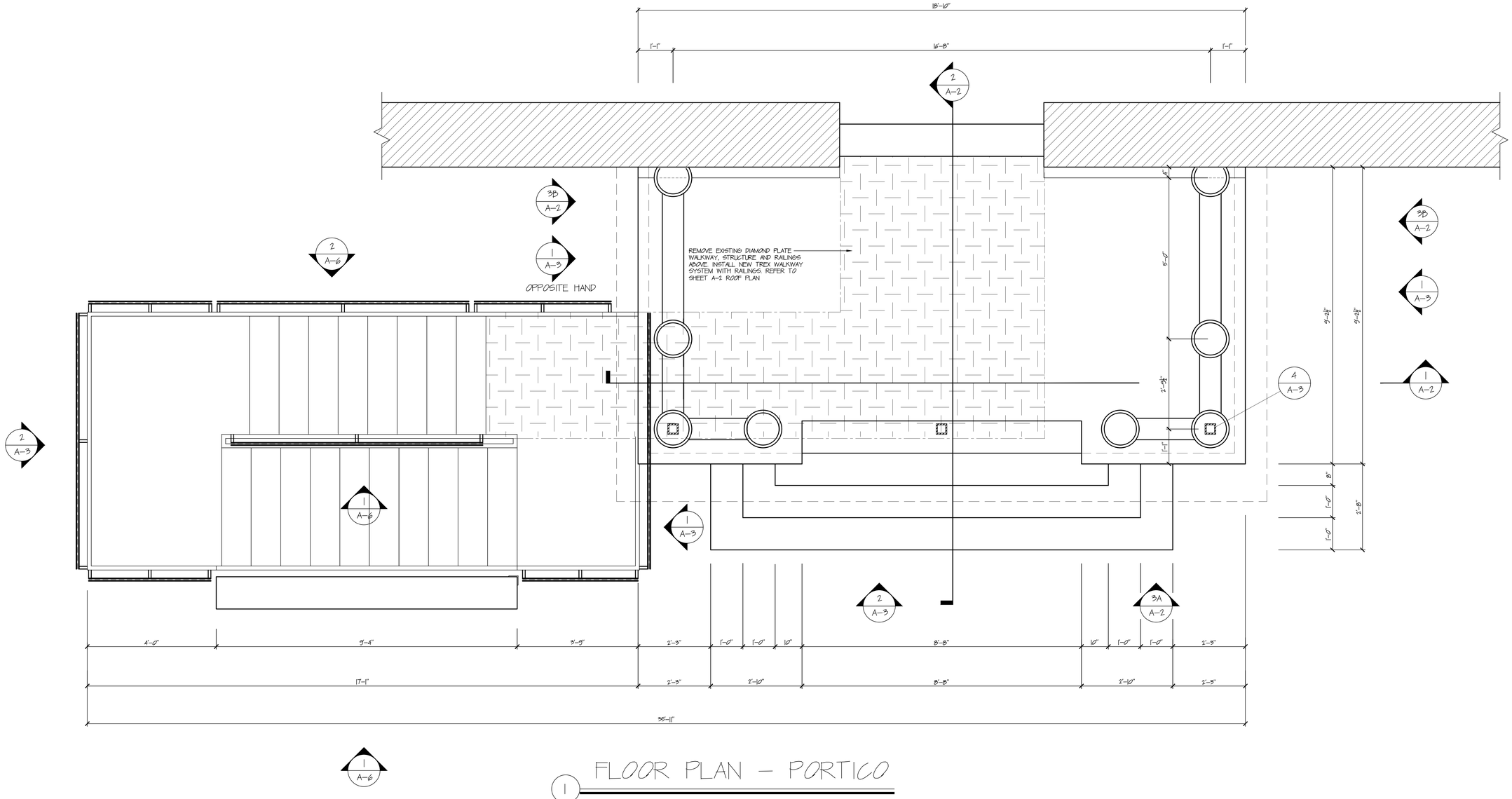
	TITLE SHEET
A–1	FRONT ENTRANCE PORTICO PLANS
A–2	FRONT ENTRANE PORTICO ROOF PLAN
A–3	ELEVATIONS
A–4	ELEVATION
A–5	SECTIONS
A–6	GUARDRAIL ELEVATIONS
A–7	GUARDRAIL PANELS
A–8	DETAILS
S–1	PARTIAL FOUNDATION and ROOF FRAMING PLANS SECTIONS and DETAILS

SITE MAP



LOCATION MAP





1 FLOOR PLAN – PORTICO

3/4" = 1'-0"

FRONT ENTRANCE PORTICO REPLACEMENT
BUNKER HILL ELEMENTARY SCHOOL TOWN HALL
170 BUNKER HILL AVE
WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hra@hra.bz

FLOOR PLAN – PORTICO

DATE: 03-25-2024

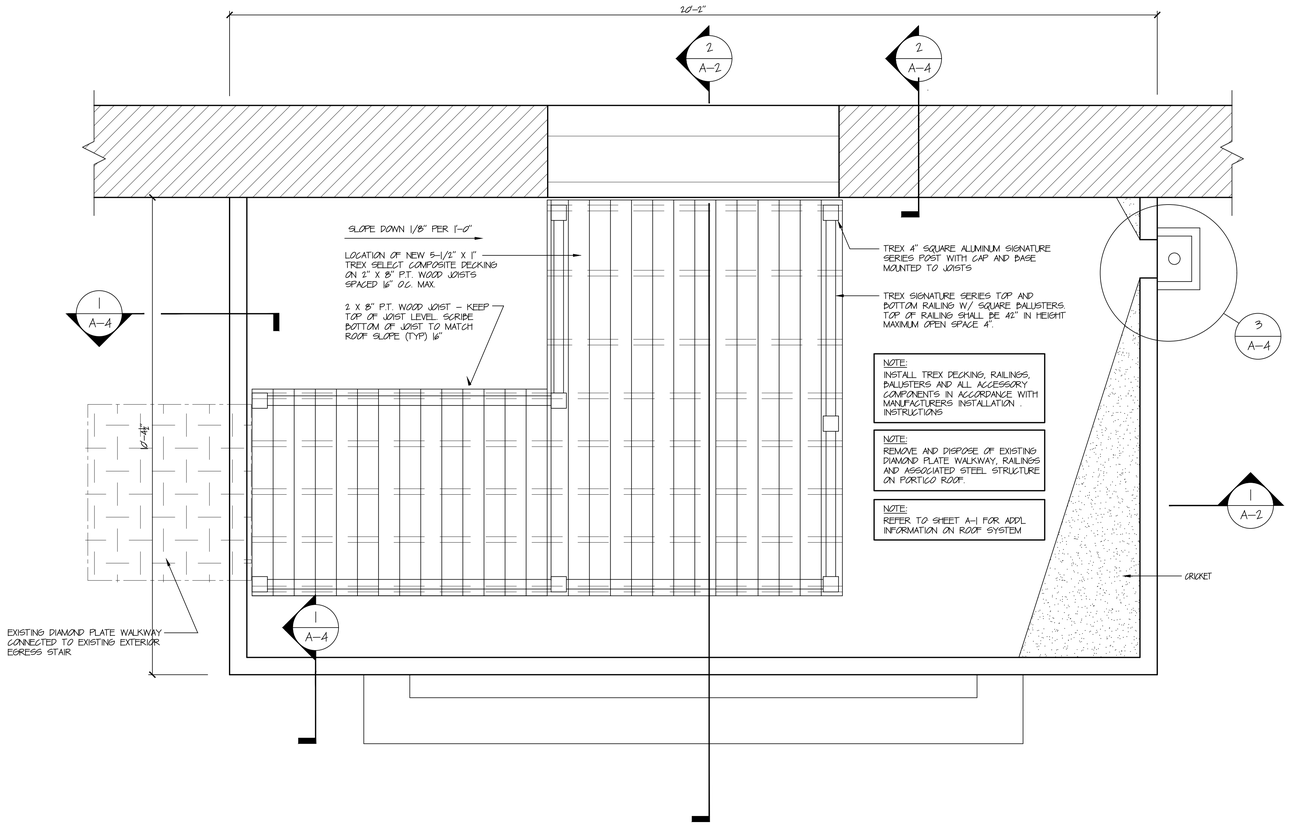
REVISED:

COM. # 2020-18

SCALE: 3/4" = 1'-0"

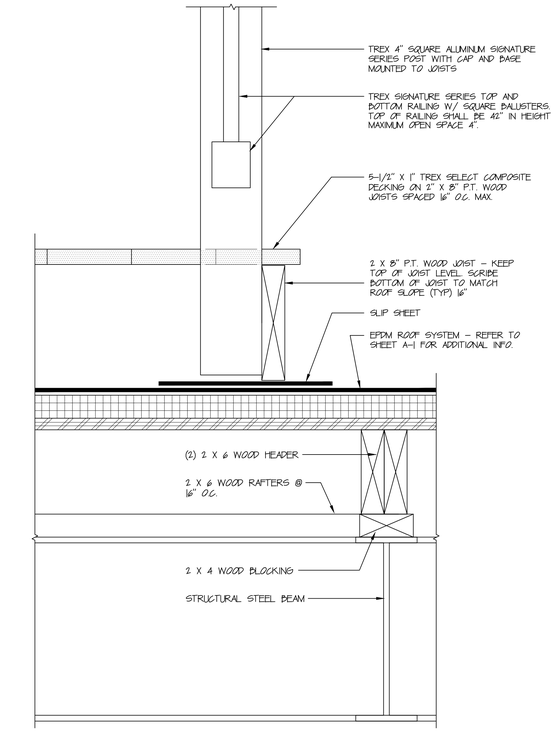
A-1

SHEET



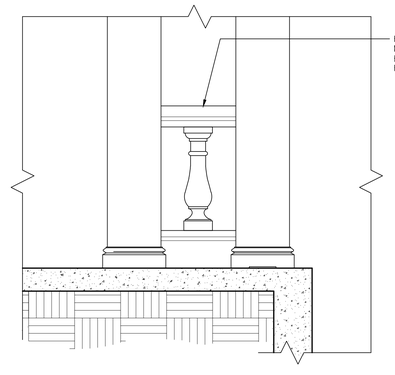
1 ROOF PLAN

3/4" = 1'-0"

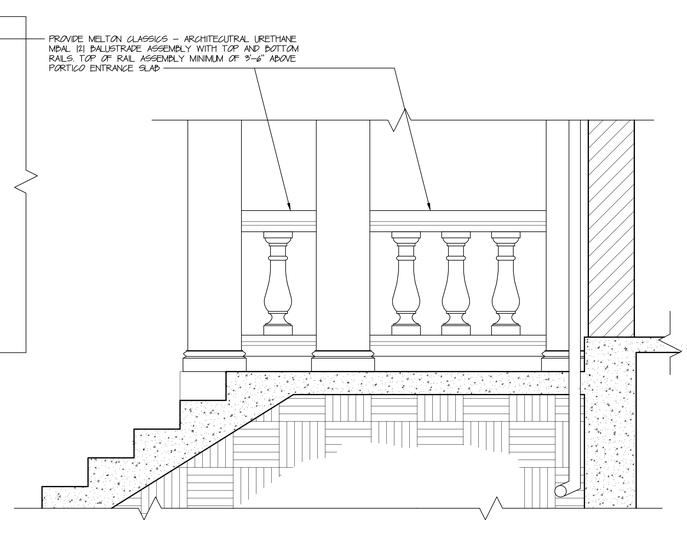


2 WALKWAY DETAIL

3" = 1'-0"



ELEVATION A



ELEVATION B

3 BALUSTRADE DETAILS

3" = 1'-0"

FRONT ENTRANCE PORTICO REPLACEMENT
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170 BUNKER HILL AVE
WATERBURY, CT

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HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hra@hra.biz

ROOF PLAN - PORTICO

DATE: 03-25-2020

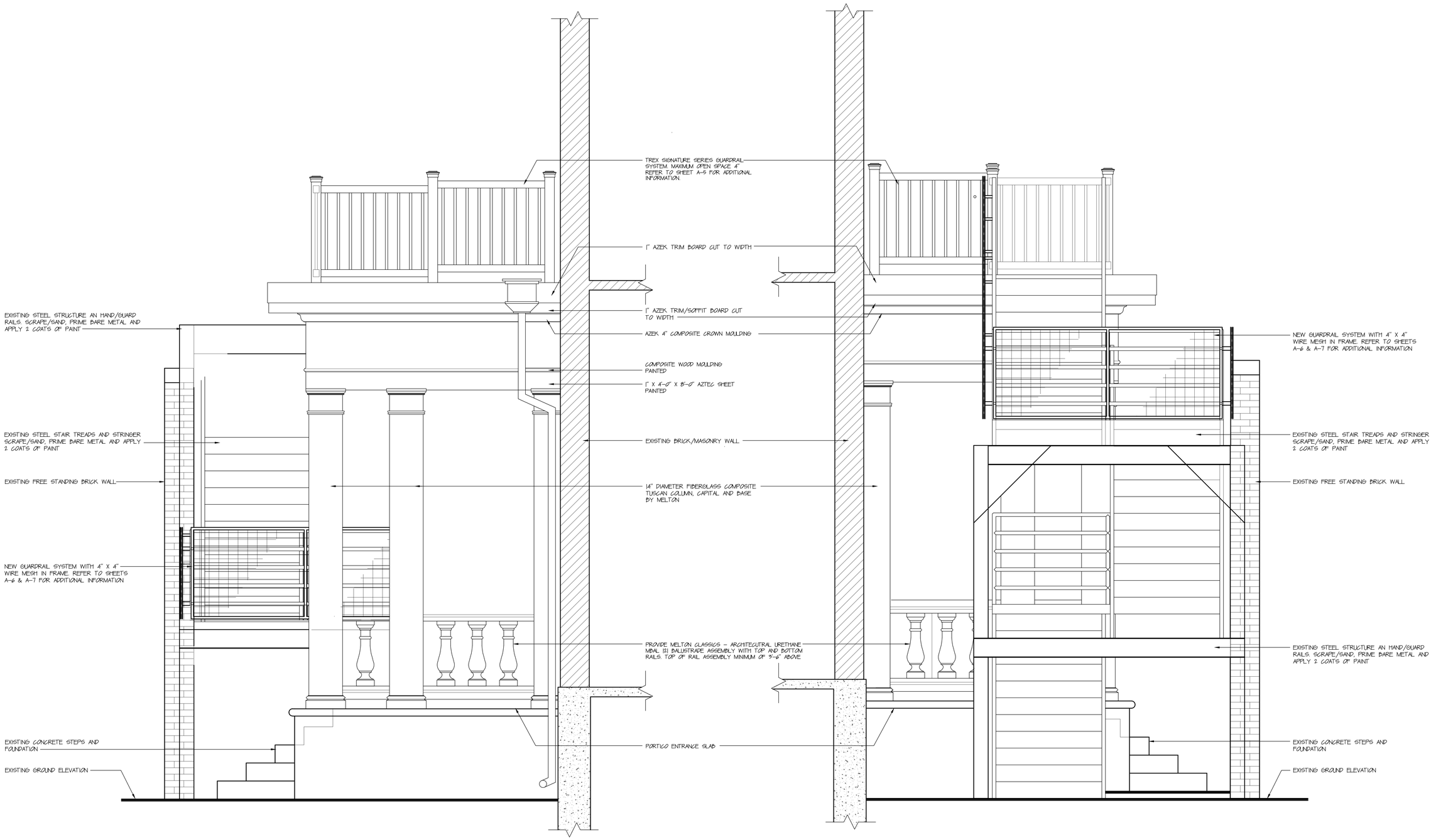
REVISED:

COM. # 2020-18

SCALE: 3/4" = 1'-0"

A-2

SHEET



1 SOUTH ELEVATION

3/4" = 1'-0"

2 NORTH ELEVATION

3/4" = 1'-0"

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170 BUNKER HILL AVE
WATERBURY, CT

HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hr@hrabz

ELEVATIONS

DATE: xx-xx-2020

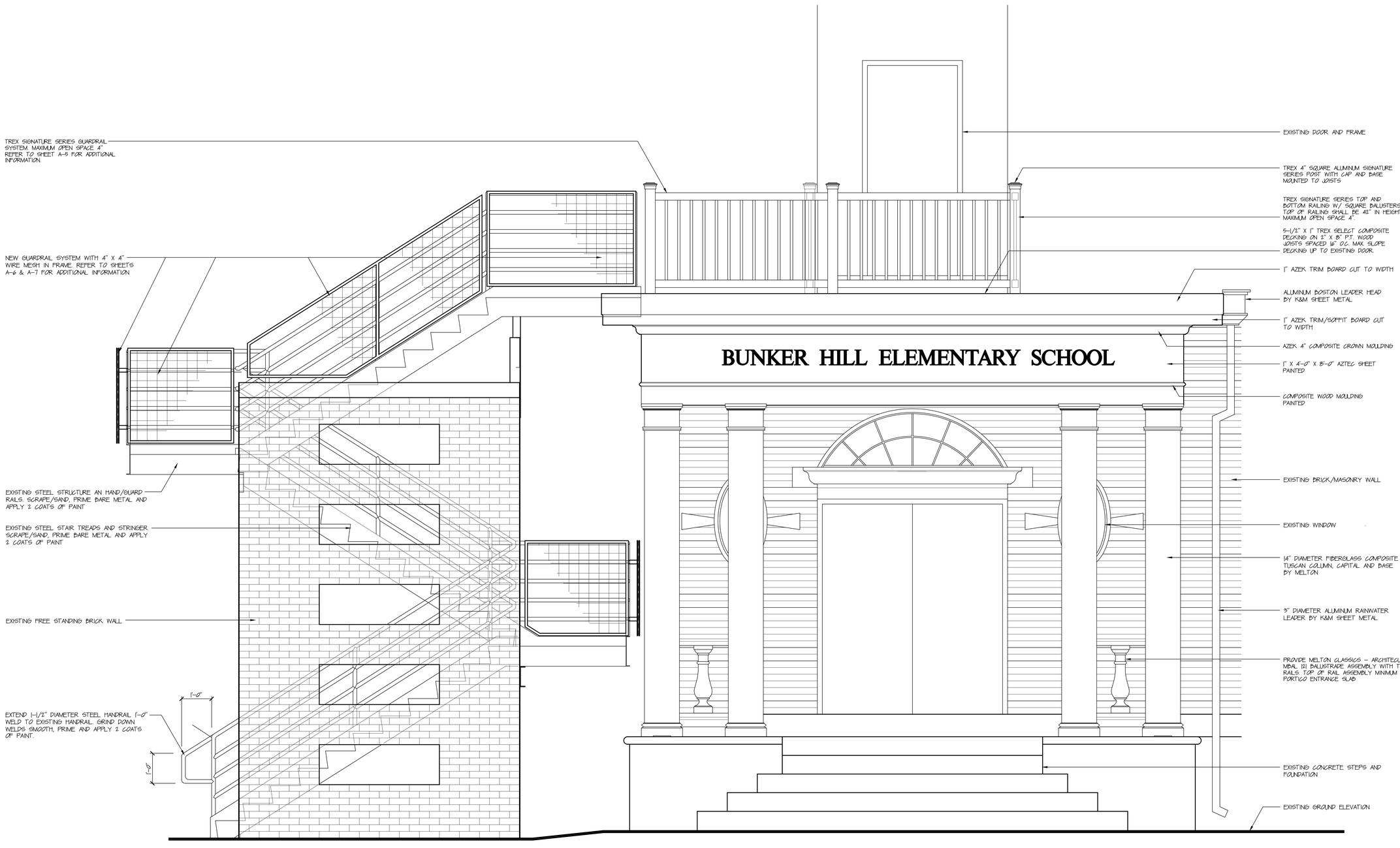
REVISED: 03-25-2020

COM. # 2020-xx

SCALE: 3/4" = 1'-0"

A-3

SHEET



1 WEST ELEVATION

3/4" = 1'-0"

FRONT ENTRANCE PORTICO REPLACEMENT
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WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
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ELEVATION

DATE: 03-25-2020

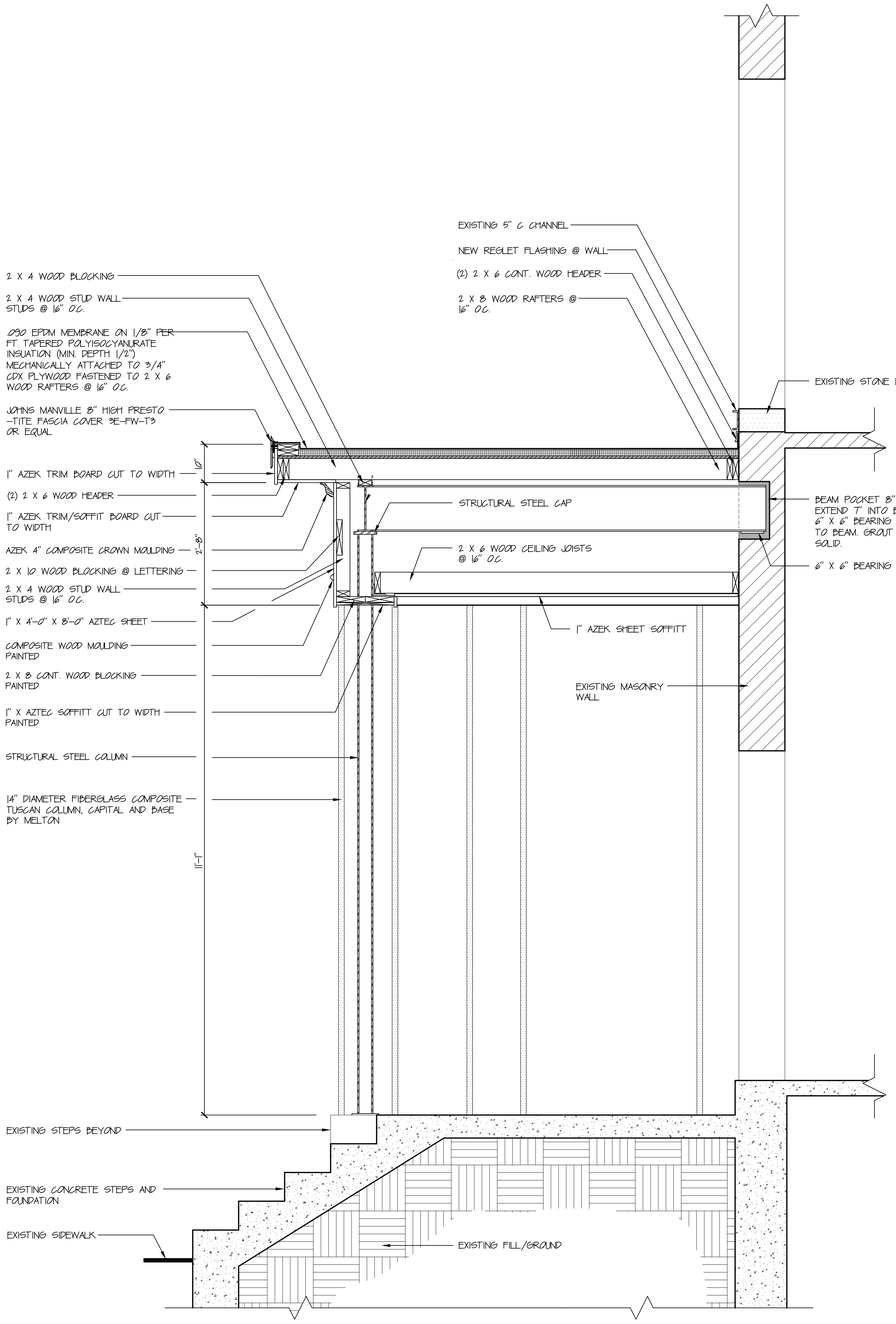
REVISED:

COM. # 2020-18

SCALE: 3/4" = 1'-0"

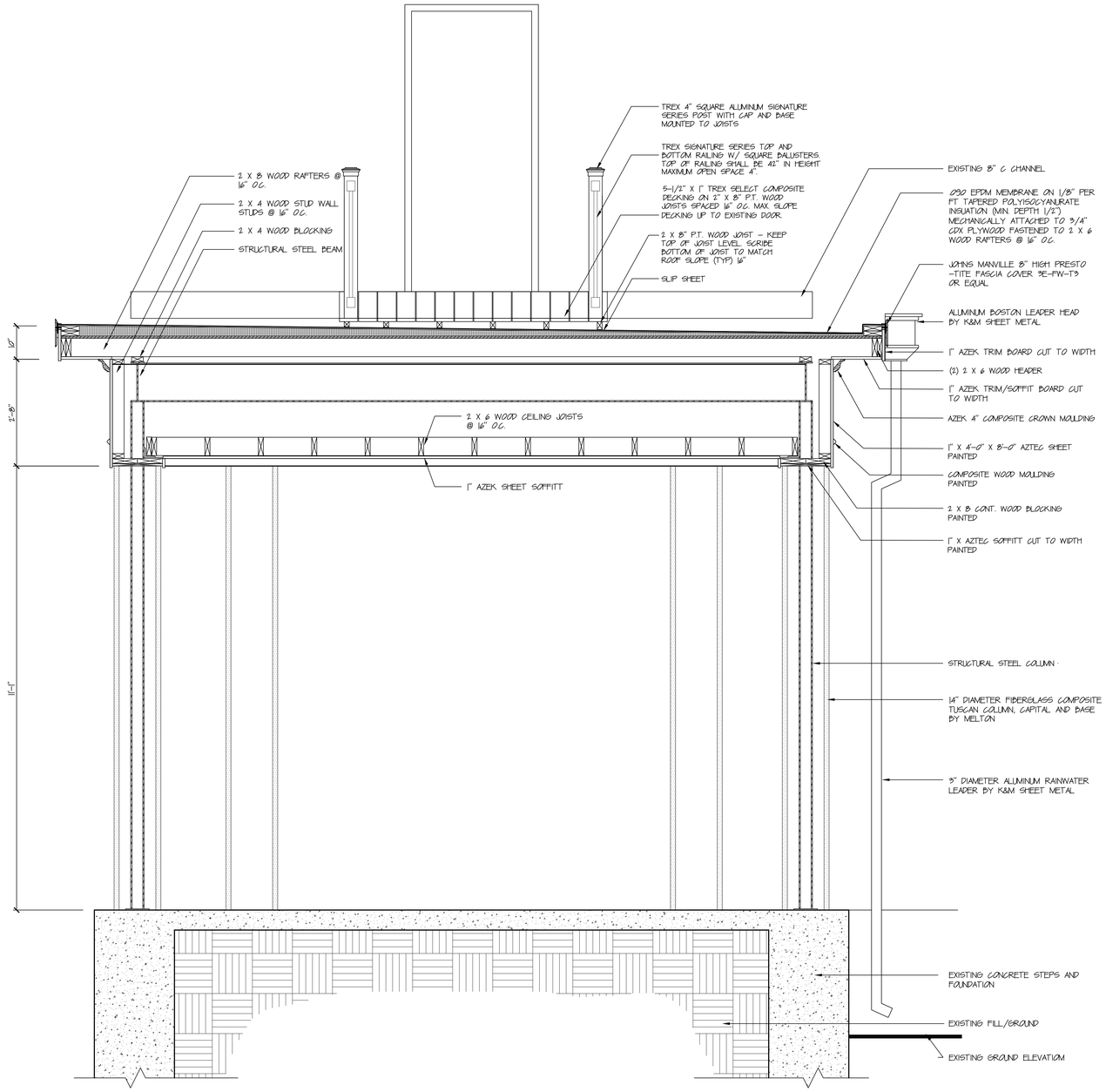
A-4

SHEET



1 SECTION

3/4" = 1'-0"



2 SECTION

3/4" = 1'-0"

FRONT ENTRANCE PORTICO REPLACEMENT
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170 BUNKER HILL AVE
WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hr a@hr a.b z

SETIONS

DATE: 03-25-2020

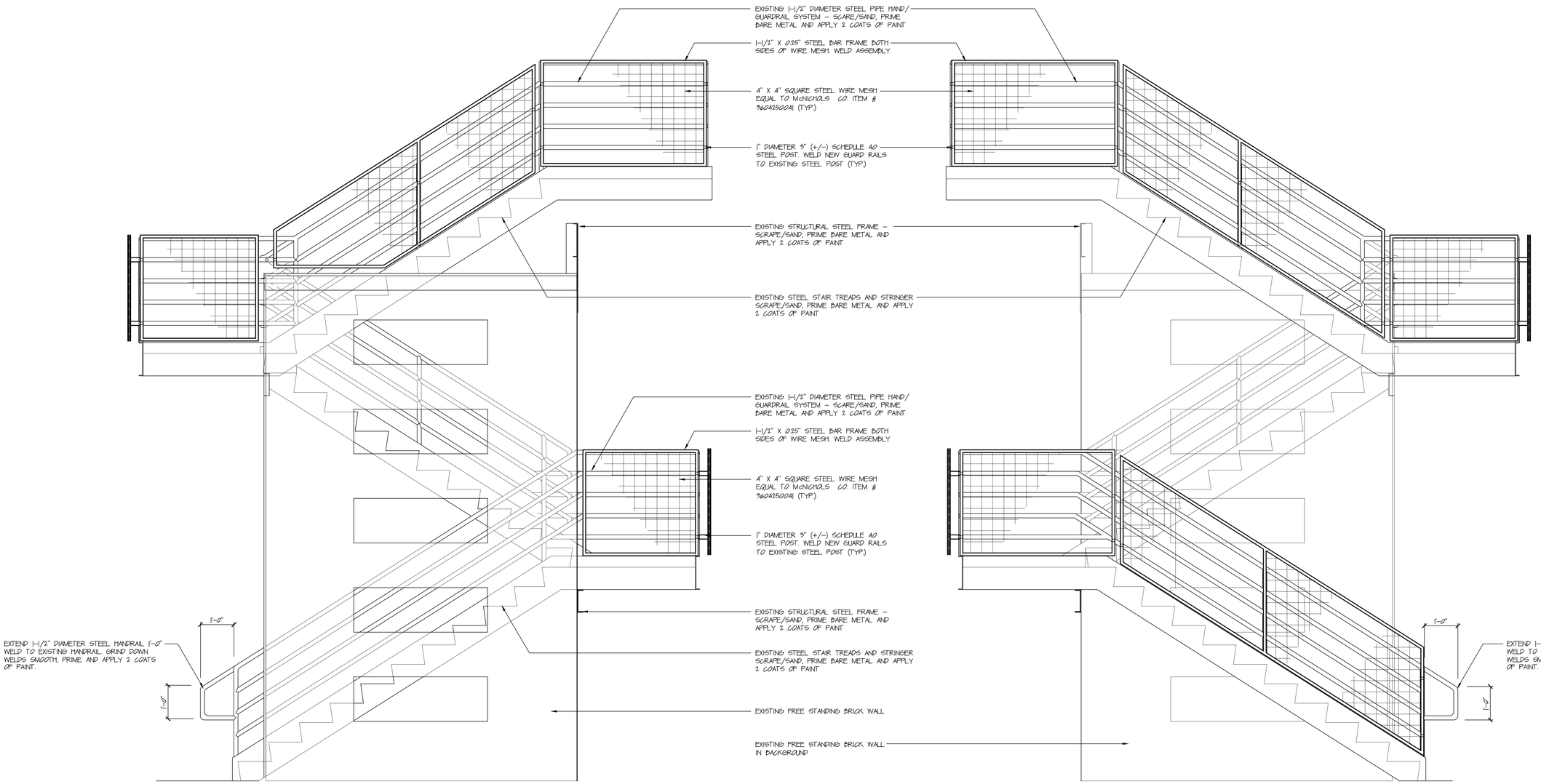
REVISED:

COM. # 2020-xx

SCALE: 3/4" = 1'-0"

A-5

SHEET



1 STAIR ELEVATION

3/4" = 1'-0"

2 STAIR ELEVATION

3/4" = 1'-0"

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HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hra@hra.biz

GUARDRAIL ELEVATIONS

DATE: 03-25-2010

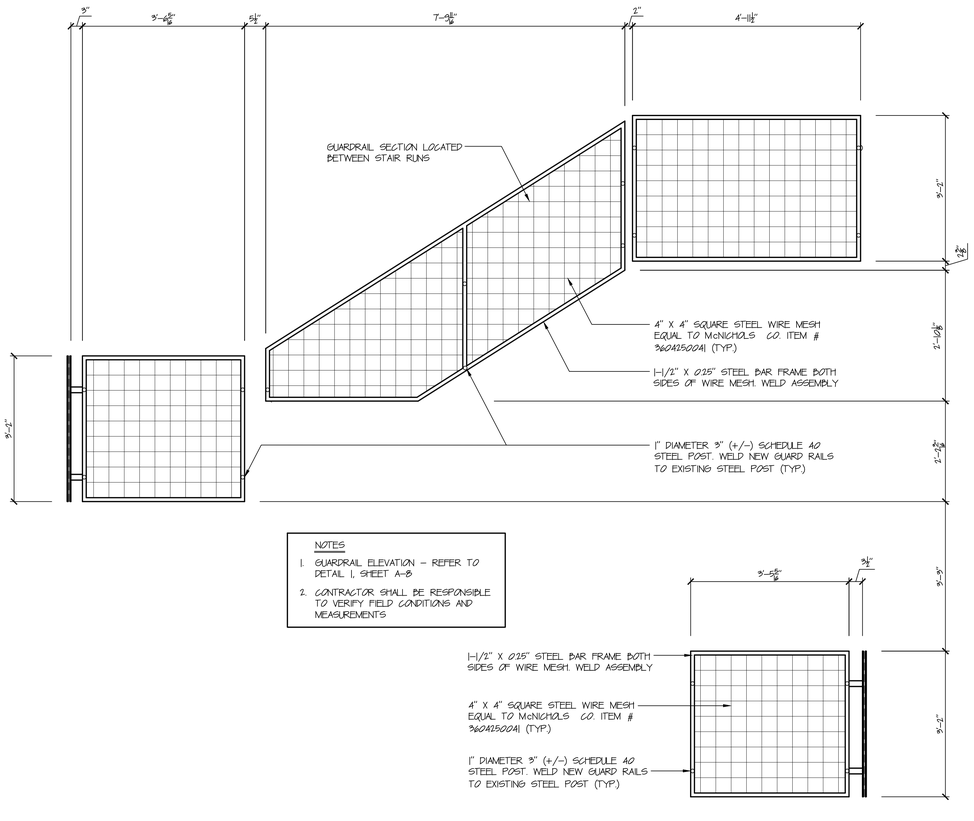
REVISED:

COM. # 2010-18

SCALE: 3/4" = 1'-0"

A-6

SHEET

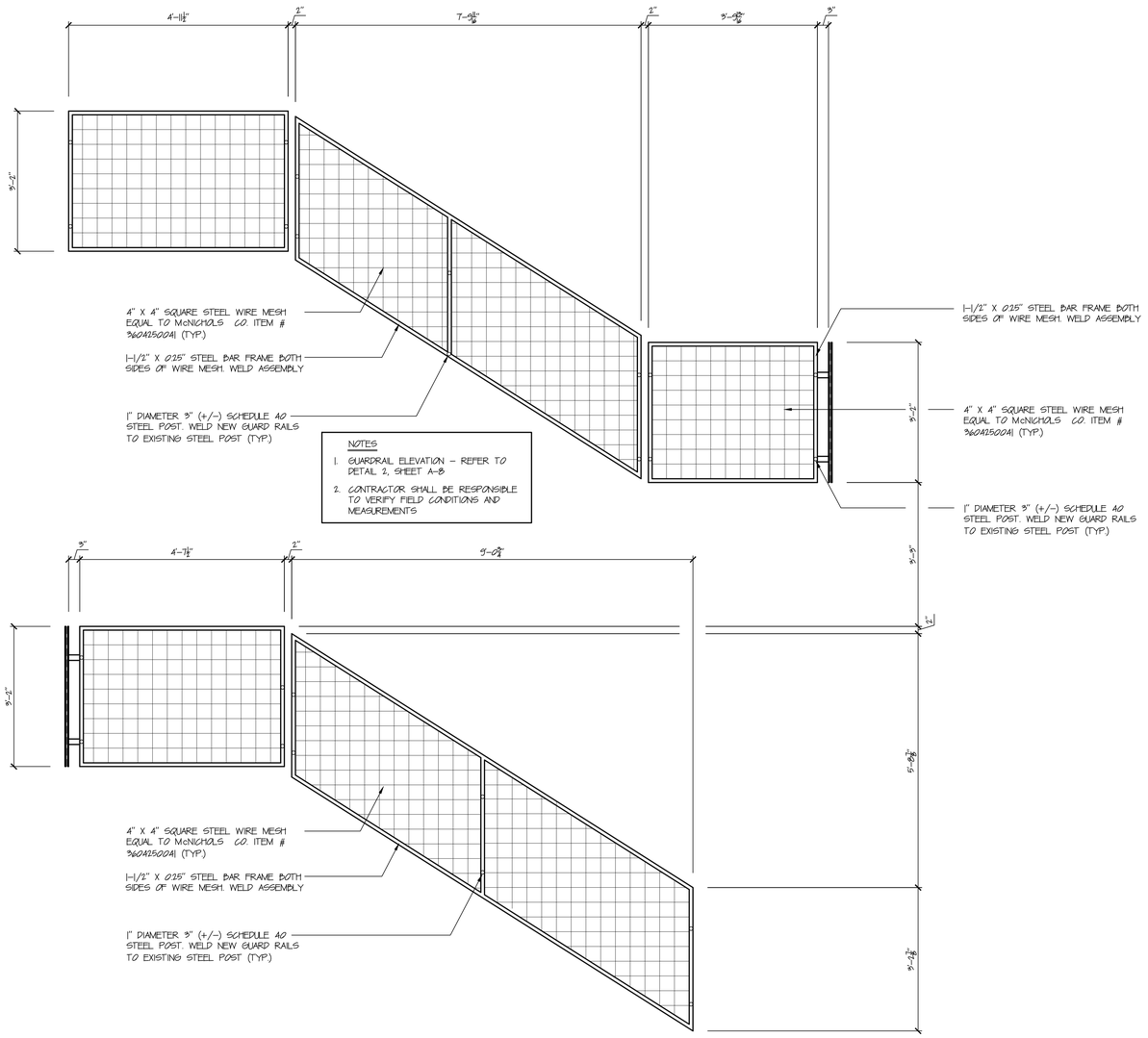


NOTES

1. GUARDRAIL ELEVATION – REFER TO DETAIL 1, SHEET A-8
2. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND MEASUREMENTS

1 GUARDRAIL ELEVATION

3/4" = 1'-0"

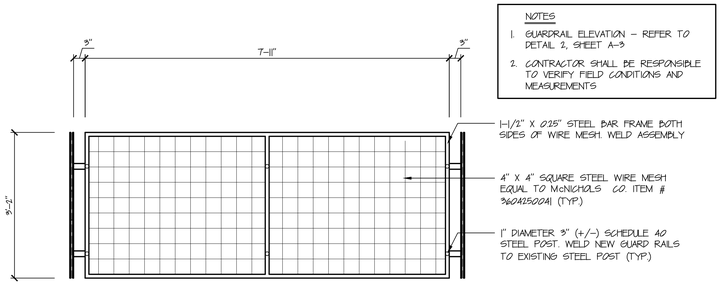


NOTES

1. GUARDRAIL ELEVATION – REFER TO DETAIL 2, SHEET A-8
2. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND MEASUREMENTS

2 GUARDRAIL ELEVATION

3/4" = 1'-0"

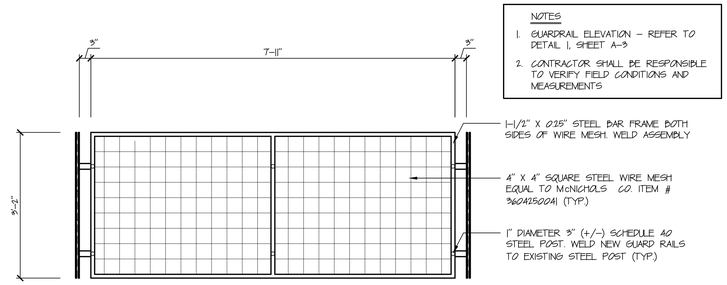


NOTES

1. GUARDRAIL ELEVATION – REFER TO DETAIL 2, SHEET A-9
2. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND MEASUREMENTS

3 GUARDRAIL ELEVATION

3/4" = 1'-0"



NOTES

1. GUARDRAIL ELEVATION – REFER TO DETAIL 1, SHEET A-9
2. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND MEASUREMENTS

4 GUARDRAIL ELEVATION

3/4" = 1'-0"

FRONT ENTRANCE PORTICO REPLACEMENT
BUNKER HILL ELEMENTARY SCHOOL TOWN HALL
170 BUNKER HILL AVE
WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hra@hra.biz

GUARDRAIL PANELS

DATE: 09-25-2020

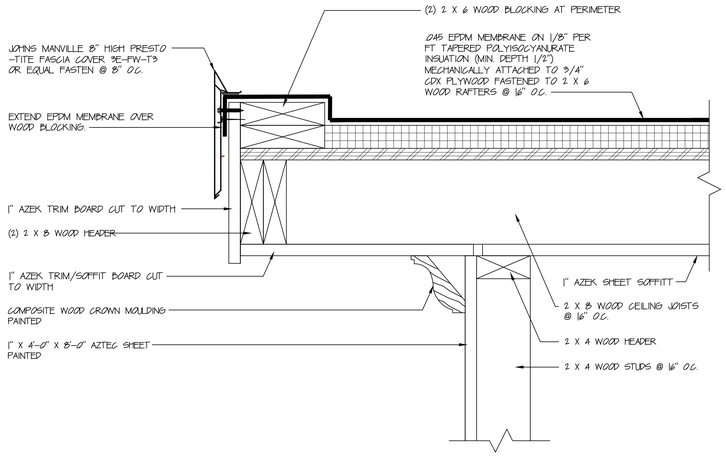
REVISED:

CON. # 2020-18

SCALE: 3/4" = 1'-0"

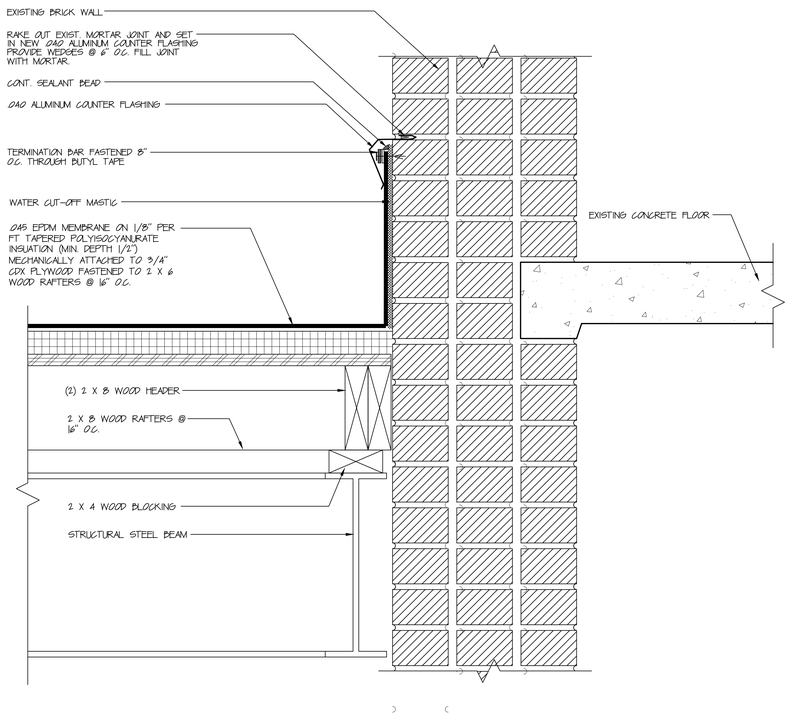
A-7

SHEET



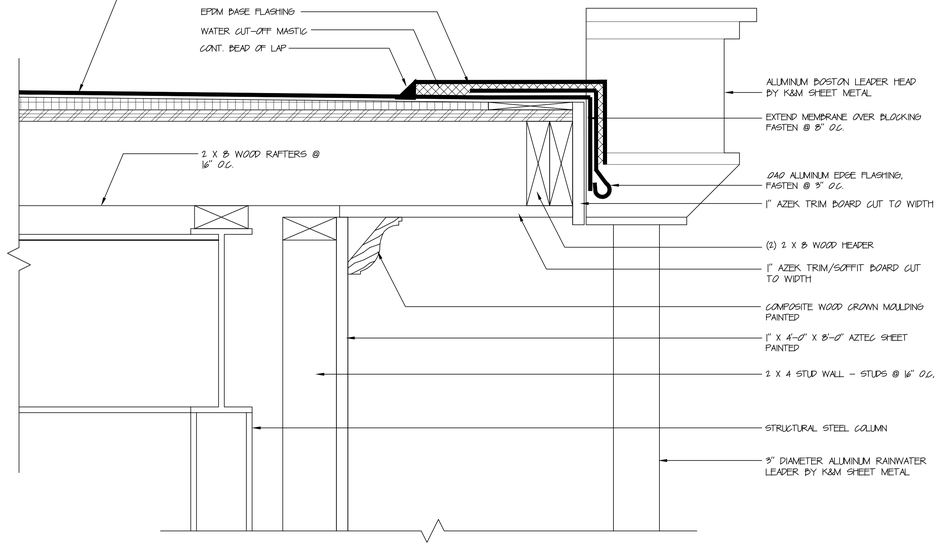
1 FASCIA DETAIL

3" = 1'-0"



2 REGLET DETAIL

3" = 1'-0"



4 SCUPPER DETAIL

3" = 1'-0"

FRONT ENTRANCE PORTICO REPLACEMENT
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170 BUNKER HILL AVE
WATERBURY, CT

HRA
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
SUITE 272
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hra@hra.biz

DETAILS

DATE: 03-25-2010

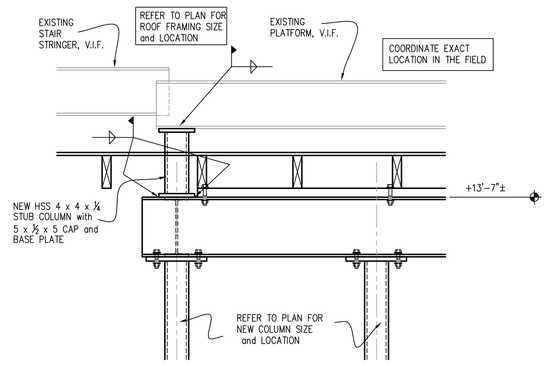
REVISED:

COM. # 2010-xx

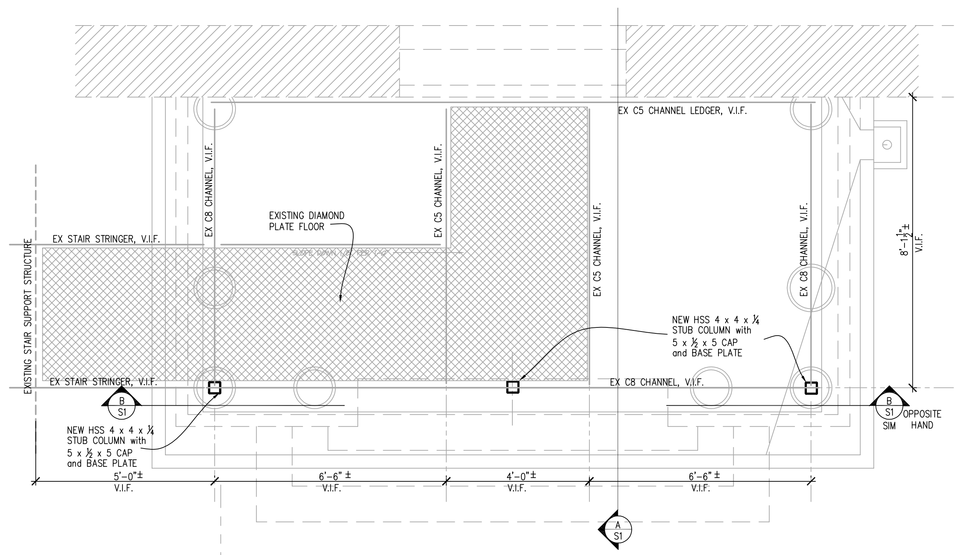
SCALE: 3" = 1'-0"

A-8

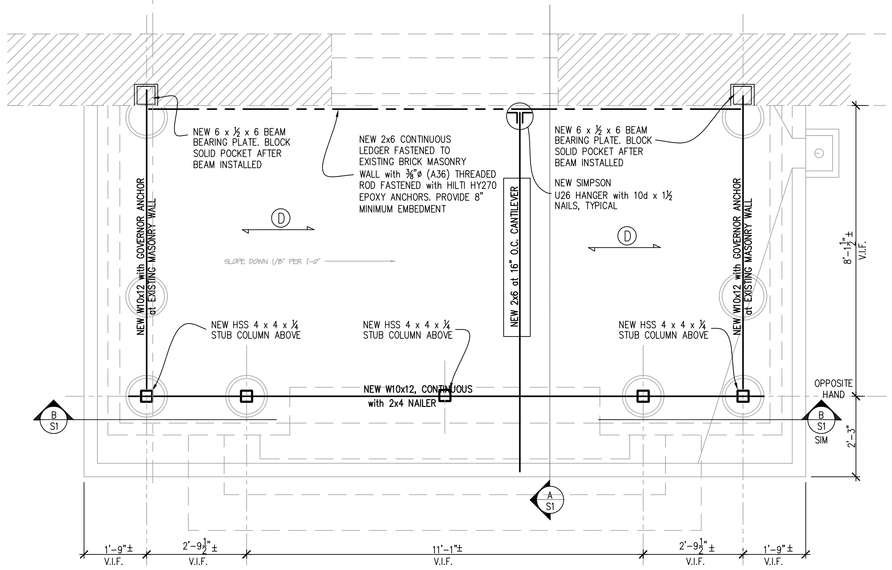
SHEET



B SECTION
SCALE 1"=1'-0"



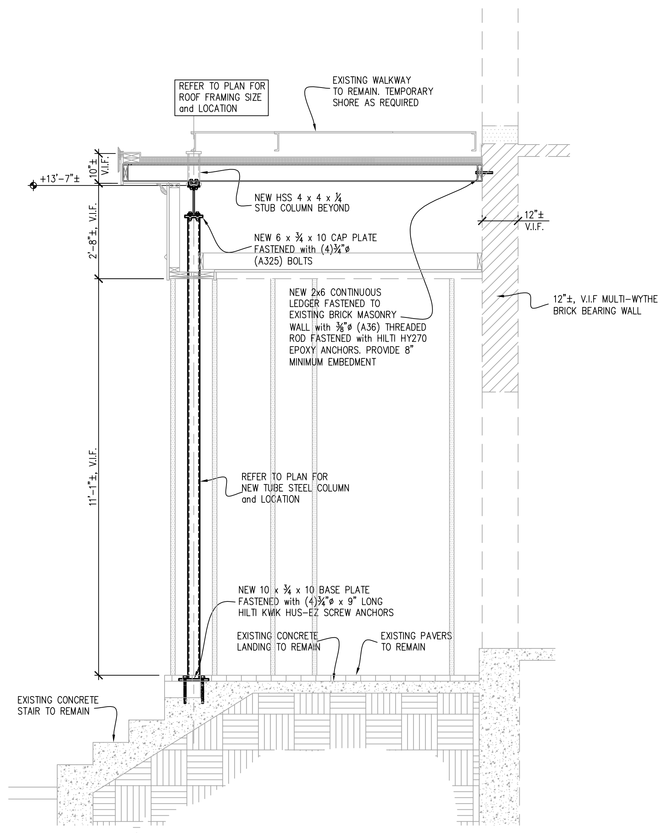
PARTIAL EX. STAIR FRAMING PLAN
SCALE 1/2"=1'-0"



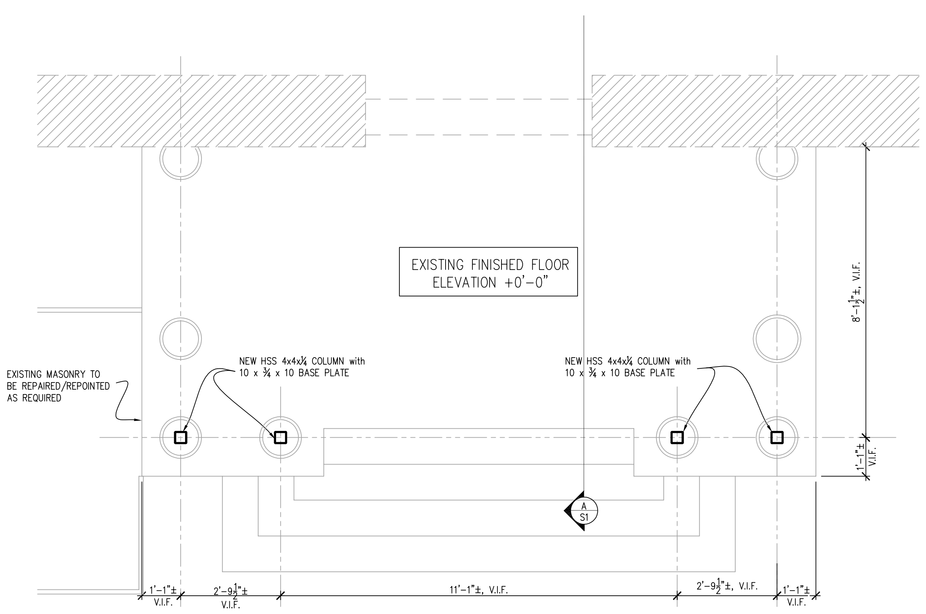
NEW ROOF FRAMING PLAN
SCALE 1/2"=1'-0"

(D) INDICATES DIRECTION OF ½" PLYWOOD ROOF SHEATHING. NAIL PERIMETERS at 6" O.C. and 12" O.C. INTERMEDIATELY WITH 8d NAILS

REFER TO SPECIFICATIONS FOR OTHER REQUIREMENTS



A SECTION
SCALE 1/2"=1'-0"



PARTIAL FOUNDATION PLAN
SCALE 1/2"=1'-0"

STEEL NOTES:

1. MATERIALS ;
   - a. WIDE-FLANGE SHAPES ASTM A992 GR. 50
   - b. HSS SECTIONS ASTM A500 GR. B
   - c. PIPE COLUMNS ASTM A53 GR. B
   - d. CHANNELS, ANGLES and PLATES ASTM A36
   - e. ALL BOLTS ASTM A325, U.O.N.
2. ALL TEMPORARY SHORING IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR
3. ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH THE AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AISC 360 ALL STEEL SHALL RECEIVE ONE COAT OF RUST INHIBITIVE PAINT.
4. ALL WELDS SHALL BE MADE ONLY BY WELDERS WHO HAVE BEEN QUALIFIED AS PRESCRIBED IN THE QUALITY ASSURANCE INSPECTION REQUIREMENTS OF THE AISC 360
5. ROOF NOT DESIGNED FOR PONDING, SCUPPERS OR OVER FLOW ROOF DRAINS SHALL BE PROVIDED IN CASE OF ROOF DRAIN FAILURE.
6. SUBMIT SHOP DRAWINGS, INCLUDING, BUT NOT LIMITED TO LINTEL SCHEDULE AND SHOP PAINT, FOR REVIEW PRIOR TO FABRICATION.
7. ALLOWANCE HAS NOT BEEN MADE FOR ROOF MOUNTED UNITS WHICH, IF USED, MAY REQUIRE ADDITIONAL JOISTS
8. SUBMIT CALCULATIONS FOR CONNECTION DESIGN SEALED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF CONNECTICUT
9. REFER TO ARCHITECTURAL PLANS FOR MISCELLANEOUS METALS.

Code
2018 Connecticut State Building Code which includes the following: 2015 International Building Code and 2018 Connecticut Supplement (Effective October 1, 2018)

Design Gravity Loads

	Live	Dead
Roof	30 psf (plus snow drift)	15 psf
Platform	100 psf	15 psf

Snow Loads

Ground Snow Load P_g 35 psf
Snow Exposure Factor C_e 1.0
Thermal Factor C_t 1.2
Snow Importance Factor Is 1.0 Building Category II
Flat Roof Snow Load $P_f = 0.7C_eC_tI_sP_g$ = 29.4 psf (Use 30 psf min.)

Wind Load

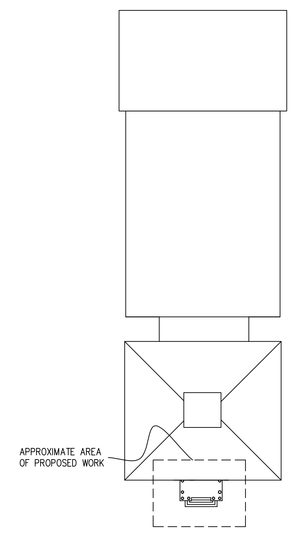
Building Category II
Wind Speed V ult= 125 mph V asd= 97 mph
Wind Exposure B
Internal Pressure Coefficient GC_{pi} +/- 0.18
Components and Cladding Wind Pressure Varies (design by others)

WOOD NOTES:

1. ALL STRUCTURAL WOOD SHALL BE DOUGLAS-FIR #2 OR BETTER AND SHALL BE IN ACCORDANCE WITH THE NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION – 2015, UNLESS OTHERWISE SPECIFIED. ALL PRESSURE TREATED WOOD SHALL BE SOUTHERN PINE No. 2 AND BETTER MEETING THE REQUIREMENTS OF AWPA-C1 and C9 SPECIFICATIONS. ALL FASTENERS IN PRESSURE TREATED WOOD SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.
2. NAILING SCHEDULE SHALL BE IN ACCORDANCE WITH TABLE 2304.10.1 OF THE 2015 INTERNATIONAL BUILDING CODE.
3. PLYWOOD SHALL BE IN ACCORDANCE WITH THE AMERICAN PLYWOOD ASSOCIATION (APA) SPECIFICATIONS.
4. POST ALL LOADS DOWN TO FOUNDATION OR BEAM BELOW. PROVIDE LVL BLOCKING BETWEEN FLOOR AND UNDER ALL POSTS.
5. SHORE EXISTING STRUCTURE AS REQUIRED PRIOR TO REMOVING ANY EXISTING STRUCTURE INDICATED TO BE REMOVED.
6. ALL PROPOSED SUBSTITUTIONS SHALL BE SUBMITTED TO CIANCI ENGINEERING, LLC FOR APPROVAL PRIOR TO INSTALLATION
7. ALL BEAMS SHALL HAVE 2x TOP PLATE/PLATES WHERE PLYWOOD SYSTEM IS USED OR WHERE WOOD TRUSSES BEAR ON BEAM.

bf	2x
4"	2 x 4
4">6"	2 x 6
6">8"	2 x 8
8">10"	2 x 10
10">12"	2 x 12

8. 2x TOP PLATE SHALL BE ANCHORED TO TOP FLANGE OF BEAM WITH 1/2" DIAMETER MACHINE BOLTS @ 32" O.C. – STAGGERED. TOP OF BOLT SHALL BE FLUSH WITH TOP PLATE ONLY WHERE PLYWOOD DECK SYSTEM IS USED.
9. LVL PROPERTIES: E = 2,000,000 psi, Fb=2600 psi, Fv=285 psi
   PSL PROPERTIES (BEAM): E = 2,000,000 psi, Fb=2900 psi, Fv=290 psi
   PSL PROPERTIES (POST): E = 1,800,000 psi, Fcll=3000 psi
   GLU-LAM PROPERTIES: E = 1,800,000 psi, Fb=2400 psi, Fvll=300 psi
   APB – ANTHONY POWER BEAM: E = 2,100,00 psi, Fb = 3000 psi, Fv = 300 psi
   APC – ANTHONY POWER COLUMN: E = 1,900,000 psi, Fcll = 1700 psi (2–3 Laminations), Fcll = 2300 psi (4 plus Laminations)
   PRESSURE TREATED LVL – E = 2,000,000 psi, Fb = 2800 psi, Fv = 285 psi



KEY PLAN

"Preliminary"
Not For Construction
JULY 25, 2022

SCOPE OF SERVICE BY CIANCI ENGINEERING, LLC IS LIMITED TO THE STRUCTURAL WORK SHOWN ON THE DRAWING(S). ALL OTHER WORK IS NOT BY CIANCI ENGINEERING, LLC.

FRONT ENTRANCE PORTICO REPLACEMENT
BUNKER HILL ELEMENTARY SCHOOL TOWN HALL
170 BUNKER HILL AVE
WATERBURY, CT

Cianci Engineering, LLC
53 Hurlbut Street
West Hartford, Connecticut 06110
(860) 561-1000
HIBBARD & ROSA ARCHITECTS, LLC
100 RIVERVIEW CENTER
MAIN STREET
MIDDLETOWN, CT
PHONE: (860) 346-1809
EMAIL: hr@hrabz

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22.032.06

PARTIAL FOUNDATION and ROOF FRAMING PLANS SECTIONS and DETAILS

DATE: xxxxxxxxx

REVISED:

COM. # 2022-18

SCALE: AS NOTED

S-1
SHEET

PREVAILING WAGE BID PACKAGE

- Prevailing Wage Law Poster (PDF, 97KB)
- Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects.
  - Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course (PDF, 20KB)
- Notice For All Mason Contractors (PDF, 5KB)
- CT General Statute 31-55a
- Contractor's Wage Certification Form (PDF, 11KB)
- Payroll Certification - Public Works Projects
- Information Bulletin - Occupational Classifications
- Footnotes (Rev. 07/19) (PDF)

Opportunity ⋆ Guidance ⋆ Support

CONNECTICUT DEPARTMENT OF LABOR

THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

If you have QUESTIONS regarding your wages
CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety

and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least $100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Sec. 31-55a. Annual adjustments to wage rates by contractors doing state work. Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

(P.A. 02-69, S. 1.)

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

I,_____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

_____
Signed

Subscribed and sworn to before me this _____ day of _____,_____.

_____
Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53
Certified Payrolls with a statement of compliance
shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS:	SUBCONTRACTOR NAME & ADDRESS	WORKER'S COMPENSATION INSURANCE CARRIER
		POLICY #
		EFFECTIVE DATE: EXPIRATION DATE:

PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY								$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							

12/9/2013
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER _____OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ _____ _____

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT*****
*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:

Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S HOURS WORKED EACH DAY	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							

*IF REQUIRED

Information Bulletin
Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine *"job classification"* on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- ***ASBESTOS WORKERS***

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- ***ASBESTOS INSULATOR***

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- ***BOILERMAKERS***

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- ***BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS***

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- ***CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS***

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

• If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

• An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- ***ELECTRICIANS***

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- ***ELEVATOR CONSTRUCTORS***

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ****License required by Connecticut General Statutes: R-1,2,5,6.***

- ***FORK LIFT OPERATOR***

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- ***GLAZIERS***

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- ***IRONWORKERS***

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- ***INSULATOR***

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- ***LABORERS***

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- ***PAINTERS***

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- ***LEAD PAINT REMOVAL***

• Painter's Rate
1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

• Laborer's Rate
1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- ***PLUMBERS AND PIPEFITTERS***

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- ***POWER EQUIPMENT OPERATORS***

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- ***ROOFERS***

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- ***SHEETMETAL WORKERS***

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- ***SPRINKLER FITTERS***

Installation, alteration, maintenance and repair of fire protection sprinkler systems. ****License required per Connecticut General Statutes: F-1,2,3,4.***

- ***TILE MARBLE AND TERRAZZO FINISHERS***

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
• Hauling material off site is not covered provided they are not dumping it at a location outlined above.
• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➢ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

⇨ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Minimum Rates and Classifications
for Building Construction

ID#: 22-40691

Connecticut Department of Labor
Wage and Workplace Standards

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: Project Town: Waterbury
State#: FAP#:
Project: Bunker Hill Elementary School Portico Replacement

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	45.56	32.65
2) Boilermaker	46.21	29.35
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	41.11	34.65 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	42.77	29.63

As of: March 27, 2024

------LABORERS------

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	33.5	25.59
4) Group 1a: Acetylene Burners (Hours worked with a torch)	34.5	25.59
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	33.75	25.59
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	34.0	25.59
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is $26.80.	34.5	25.59
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	34.25	25.59
4e) Group 6: Blasters, nuclear and toxic waste removal.	36.5	25.59
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	36.5	25.59
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	31.78	25.59
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	31.24	25.59
4i) Group 10: Traffic Control Signalman	20.1	25.59

4j) Group 11: Toxic Waste Removers A or B With PPE	36.5	25.59
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	37.61	27.61
5a) Millwrights	40.56	28.87
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	43.4	32.07+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	64.01	39.19+a+b
-----LINE CONSTRUCTION----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.18	24.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	42.37	40.02 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	52.78	27.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	48.37	27.80 + a

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Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	52.41	27.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	51.51	27.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer)	48.0	27.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	47.1	27.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	46.64	27.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	45.92	27.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	45.92	27.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	45.55	27.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	45.14	27.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	44.67	27.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation	44.14	27.80 + a

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Truck and Hydrovac Excavation Truck (27 HG pressure or greater).		
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	41.69	27.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	41.69	27.80 + a
Group 12: Wellpoint Operator.	41.61	27.80 + a
Group 13: Compressor Battery Operator.	40.92	27.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	39.54	27.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	39.06	27.80 + a
Group 16: Maintenance Engineer.	38.28	27.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	43.46	27.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	40.54	27.80 + a
------PAINTERS (Including Drywall Finishing)------		
10a) Brush and Roller	37.62	24.55
10b) Taping Only/Drywall Finishing	38.37	24.55

10c) Paperhanger and Red Label	38.12	24.55
10e) Blast and Spray	40.62	24.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	48.28	35.50
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	44.5	23.30 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	43.0	23.30 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	41.89	43.22
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	48.28	35.50
------TRUCK DRIVERS------		
17a) 2 Axle, Helpers	32.16	30.51 + a
17b) 3 Axle, 2 Axle Ready Mix	32.27	30.51 + a
17c) 3 Axle Ready Mix	32.33	30.51 + a
17d) 4 Axle	32.39	30.51 + a
17e) 4 Axle Ready Mix	32.44	30.51 + a

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17f) Heavy Duty Trailer (40 Tons and Over)	34.66	30.51 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	32.44	30.51 + a
17h) Heavy Duty Trailer up to 40 tons	33.39	30.51 + a
17i) Snorkle Truck	32.54	30.51 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	32.27 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.*

***Note: Hazardous waste premium $3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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As of: March 27, 2024

RICHARDS
CORPORATION

72 North Harwinton Ave.
Terryville, CT 06786
(860) 583-9229

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury CT 06702

May 8, 2024

RE: RFP # 8092 – Portico Replacement at Bunker Hill Elementary School

1. **Proposer Information:**
   - **a.** Richards Corporation
   - **b.** 72 North Harwinton Avenue, Terryville CT 06786
   - **c.** May 1967
   - **d.** Corporation – Connecticut
   - **e.** 57 years
   - **f.** Richard M. Doyle, Jr. – President; Dennis Doyle – Vice President; Richard Tyler Doyle – Chief Operating Officer; Peter Maddox – Treasurer; James R. Levins – Principal

2. **Experience, Expertise and Capabilities:**
   - **a. Philosophy Statement and Business Focus:**
     Richards Corporation is an award-winning General Contractor based out of Terryville, CT, currently operated by the third generation of family members. Established in 1967 on three core principles: honesty, integrity, and hard-work. Richards has since used these principles as the foundation to our success. Among other approbations, the Associated Building Contractors of America (ABC) recently voted Richards into the Top 75 General Contractors and the Top 200 Performers in America, as well as deemed Richards an Accredited Quality Contractor (AQC), an honor designated to the top 2% of contractors in the country.

     As an equal opportunity employer with approximately 125 men and women throughout Connecticut on our team, Richards geographic work ranges across all of Connecticut, Massachusetts, and New York, and are

licensed for work in North Carolina. A typical project ranges from $100,000 to $35,000,000, though we are fully bondable to $100,000,000 and insured for large scale and fast-tracked projects.

b. **Summary of Relevant Experience:** See attached "Work Completed" Attachment to show all projects completed in the last 3 years. Below is a listing of similar projects:
    i. Woodrow Wilson Elementary School Concrete Stairs Replacement
        1. City of Waterbury, Rosh Maghfour, 235 Birch St, Waterbury, CT 06704 (203) 510-1210
        2. Complete removal and replacement of front and rear concrete stairs and sidewalks in the summer 2021. The Project was started and completed during the summer 2021 break, as planned, even when unforeseen underground conditions were uncovered and rectified. Project was completed within the original contract budget.
        3. Project Value: $203,000
    ii. Athletic Fields at Ella Grasso High School
        1. State of Connecticut Department of Administrative Services. 450 Columbus Boulevard, Suit 1201, Hartford , CT 06103. Barbara Cosgrove, Project Manager, (860) 214-6502
        2. Lump Sum contract to provide general services for new athletic complex including synthetic turf fields, stadium seating, stadium lighting, new parking areas, and 2,500 sf Field house with locker rooms and concessions areas. Project started in May 2021, original completion date was February 2022, and the state granted a time extension due to supply chain issues and project scope changes to April 2022. The project stayed on budget.
        3. Project Value: $8.1 million.
    iii. Medtronic Inc. George Kochera, Project Manager, 60 Middletown Avenue, North Haven, CT (203) 909-4051
        1. Richards Corporation has been a preferred general contractor at Medtronic (Formally Covidien and US Surgical) for 10+ Years. Projects range anywhere from $1,000 to $10 million. We provide general trade services to support Medtronic

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facilities operations ranging from installing temporary dust partitions to full renovations or site reconstruction. Our on-site staff is always on call. Whenever an issue comes up, we are there to take care of it. All projects are completed on scheduled as thoroughly coordinated with Medtronic facilities operations. Some notable projects recently completed are:

a. Degasser Building Addition, $8M completed 2023.
b. Abstack Dryroom: $1.8M, completed 2023
c. TyRx Yarn Capacity Expansion Project, $1.5M, Completed 2023.

c. **Personnel Listing:**
   i. Joseph Martin – Project Executive (Resume attached)
   ii. Evan Krisiunas – Project Manager (Resume attached)
   iii. Jason Dehm – Superintendent (Resume attached)
d. **Conflict of Interest:** There is no conflict of interest.

3. **Statement of Qualifications and Work Plan:**
   a. **Qualifications:** Richards Corporation has been a general contractor for 57 years. Richards Corporation has worked on multiple multi-million-dollar school projects along with working at Sikorsky Aircraft, Pratt & Whitney, Collins Aerospace, and Medtronic. At each facility, Richards Corporation has completed many projects from the ground up along with many interior renovations. There is no project too big or too small for Richards Corporation to tackle. A typical project ranges from $10,000 to $35,000,000. We are fully bondable to $100,000,000 and insured for large-scale and fast-tracked projects.

      Richards corporation has renovated offices, turned a functioning aircraft hangar into an office and manufacturing facility, constructed additions and renovations to foundations, and even structural modifications. Our self-performing expertise consists of carpentry, masonry, demolition and concrete work. The project values range from $10,000 to $10,000,000.

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In regards to our safety program, Richards has a full time, on staff dedicated Safety Director to ensure the safety of the project's staff as well as the safety of all subcontractors. We offer and mandate any and all trainings necessary to do our projects including OSHA 10 and 30, HAZWOPER, Silicia awareness, respirator fit testing, fall protection, lifts, forklifts, power tools, ladders, and any other trade-specific trainings that may be necessary. We offer training in our office to the outside, doing our part to keep Connecticut Contractors safe in the workplace. Our mindset is that this is our obligation. A full copy of Richards Corporation's safety plan can be provided upon request.

In regards to quality, we view the construction process as a collaborative effort of the project team toward achieving a stated goal and we work with all the members of this team to achieve success in this effort. We seek involvement of the owner or their representative, the project architect, and their consultant engineers and our construction staff to plan and review the progress of the project and the day to day operation of the on site work. We also seek outside testing and inspection services as further review of project progress and to document completed work. Together working as a team we identify and resolve issues that arise as a normal course of events in the construction process and hopefully present a complete and serviceable project for the owner's intended use.

For this Portico replacement project, we have a staff of skilled carpenters and laborers who will self-perform the demolition, rough wood framing, finished carpentry. Our seasoned superintendent will be onsite to supervise all of our subcontracted work including structural steel, painting and roofing. Our team of skilled tradesmen recently completed similar scopes of work at the Ella Grasso Athletic Complex completing all the wood framing and finish carpentry work in the building.

b. **Work Plan:** Our plan for this project at the Bunker Hill School upon contract award will be:
    i. Procure all long-lead items from our subcontractors and vendors, specifically the structural and miscellaneous steel, the PolyMarble Composite Columns and Ballustrade System.

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ii. Upon starting work onsite, our first and most important step will be to Barricade exterior 1st and 2nd floor doors and protect the entire work area from non-construction personnel.
iii. Demolish and remove existing structure and temporarily shore existing stairs.
iv. Erect new structural steel.
v. Rough frame new Portico.
vi. Install New Roof, PVC Trim, Polymarble columns, balustrade system, roof walkway.
vii. Finish paint all areas including scraping and painting the existing stairs.
viii. Final clean.
ix. Final inspection by building department and fire marshal.
x. Remove all barricades and protection, demobilize from site.

c. **Services Expected of the City:** The services that would be expected of the city would be to assist with coordinating our work with potential operations of the school and providing inspections as needed throughout the project from building department and fire marshal.

4. **Cost Schedule:** Please see the attached cost proposal and schedule of values. This is sealed in a separate envelope marked "Confidential: Cost Proposal".

5. **Information Regarding: Failure to Complete Work, Default and Litigation:**
   a. No
   b. No
   c. No
   d. No
   e. No
   f. No
   g. No

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6. **Exceptions and Alternatives:** Any work with hazardous materials: Asbestos, Lead, PCBs, including all testing, handling, abatement of any kind is all excluded from this proposal. No hazardous materials were noted in the contract documents, and are therefore excluded.

7. **Additional Data:**
   a. Richards Corporation Information Sheet
   b. Reference Letters

Any other questions, comments or concerns, please contact us at your earliest convenience.

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
Medtronic, Inc 60 Middletown Avenue North Haven CT Contact: George Kochera 203-909-4051	Degasser Building Addition	$ 8,000,000.00	Nov 2023	55%
Medtronic, Inc 60 Middletown Avenue North Haven CT Contact: George Kochera 203-909-4051	Abstack Dryroom	$ 1,800,000.00	Oct 2023	65%
Department of Adminstrative Services 450 Columbus Blvd. Hartford CT 06103 Contact: Barbara Cosgrove	Athletic Field and Building at Ella Grasso High School BI-RT-877A	$ 8,057,430.00	Sept 2023	70%
ConnDOT District 4 359 S Main St Thomaston CT 06787 Contact: Chris Sturm, 203-591-3575	Danbury: Intersection Improv. on Rt 39 # 0034-0351	$ 2,510,000.00	Sept 2023	70%
Medtronic, Inc 60 Middletown Avenue North Haven CT Contact: George Kochera 203-909-4051	TyRx Expansion	$ 1,500,000.00	July 2023	55%
Consigli Construction 100 Allyn Street Hartford CT Contact:	SHU Hockey Rink	$ 6,100,000.00	June 2023	65%
O & G Industries 112 Wall Street Torrington CT 06790 Contact: Ryan Benoit	West Side Middle School Groton Sitework	$ 6,917,000.00	June 2023	65%
Collins Aerospace 100 Whooster Heights Danbury CT 06810 Contact: Joe Scotto	Additions to Building 7	$ 10,120,000.00	Nov 2022	45%
Town of Newtown 3 Primrose St Newtown CT 06482 Contact:	Fairfield Hills Sewer Installation	$ 1,572,000.00	Nov 2022	75%
City of Bridgeport 999 Broad Street Bridgeport CT 06604 Contact: Steve Hladun	Wayne Street Park Improv.	$ 405,000.00	Oct 2022	80%
Haskell Company 111 Riverside Avenus Jacksonville FL 32202 Contact:	South Parking Lot at Frito Lay Killingly, CT	$ 9,450,000.00	July 2022	70%
O & G Industries 112 Wall Street Torrington CT 06790 Contact: Ryan Benoit	Cutler Elementary School Sitework	$ 6,430,000.00	June 2022	65%
ConnDOT District 4	Barkhamsted: Roundabout	$ 2,753,000.00	Nov 2021	80%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
359 S Main Street Thomaston CT 06787 Contact: Richard N. Symonds	Improvements 0005-0114			
City of Waterbury 235 Grand Street Waterbury CT 06702 Contact:	Woodrow Wilson Concrete Stair Replacement RC # 3409	$ 201,750.00	Sept 2021	80%
O & G Industries 112 Wall Street Torrington CT 06790 Contact: Ryan Benoit	Maritime Aquarium IMAX Theater and Seal Enclosure	$ 3,160,000.00	Oct 2021	70%
Sikorsky Aircraft 6900 Main Street Stratford CT 06615 Contact: Carlos Antunes	Bridgeport Plumbing Relocation	$ 1,073,173.00	April 2021	55%
Newfield Construction 225 Newfield Avenue Hartford CT 06106 Contact: Al Howat	Coleytown Middle School Sitework	$ 1,014,700.00	Feb 2021	75%
O & G Industries 112 Wall Street Torrington CT 06790 Contact: Ryan Benoit 860-489-9261	Groton Consolidated Middle School Sitework	$ 14,600,000.00	Nov 2020	70%
O & G Industries 112 Wall Street Torrington CT 06790 Contact: 860-489-9261	Ella Grasso Technical HS Sitework	$ 15,484,000.00	Nov 2020	70%
Sikorsky Aircraft 6900 Main St Stratford CT 06115 Contact: Mike Wohlheiter 203-386-5636	Scinto Towers 7th Floor Reno. Shelton CT Interior Renovation	$ 3,100,000.00	Nov 2020	40%
O & G Industries 112 Wall Street Torrington CT 06790 Contact: Ryan Benoit 860-489-9261	Nonnewaug High School Sitework	$ 7,672,000.00	Oct 2020	75%
Newfiled Construction 225 Newfield Avenue hartford CT 06106 Contact: Al Howat	East Hampton Town Hall and Police Department Sitework	$ 3,100,000.00	Oct 2020	80%
Pavarini Construction 30 Oak Street Stamford 06905 Contact: 203-327-0100	ASML New Additions Sitework/Concrete	$ 950,000.00	May 2020	75%
O & G Industries 112 Wall Street Torrington CT 06790 Contact: 860-489-9261	Ledyard Middle School Sitework	$ 2,300,000.00	April 2020	75%
Consigli Construction 100 Allyn Street	Swift Factory Sitework	$ 1,600,000.00	Jan 2020	70%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION		CONTRACT AMOUNT	COMPLETED	% Own Forces
Hartford CT 06106 Contact: Brian Logie 774-217-2586					
Town of Harwinton WMC Engineers Newington CT 06111 Contact: Stuart Greacen 860-667-9624	Shingle Mill Road Bridge Sitework	$	917,977.00	Nov 2019	80%
Sikorsky Aircraft 6900 Main Street Stratford CT 06615 Contact: Billy Ferriouolo 203-386-5872	Building 2A Reconstruction of secure data room Bridgeport Facility	$	1,000,000.00	Nov 2019	45%
ConnDOT - District 3 140 Lily Pond Avenue New Haven CT Contact: Harold Spina	Monroe: Roundabout on Rt.110 & 111 Sitework	$	4,100,000.00	Nov 2019	75%
Town of Litchfield West Street Litchfield CT Contact: Raz Alexe 860-567-7575	Beach Street Improvements Sitework	$	721,000.00	Oct 2019	80%
KBE Building Corporation 75 Batterson Park Road Farmington CT 06032 Contact:	SUNY Purchase, NY Sitework	$	2,430,000.00	August 2019	75%
State of CT Universites and College 61 Woodland Street Hartford CT 06105 Contact:	Asnuntuck College Sitework	$	1,500,000.00	May 2019	80%
Downes Construction 200 Stanley Street New Britain CT Contact:	Waddell Elementary School Sitework	$	1,600,000.00	May 2019	75%
UCONN 31 LeDoyt Road Storrs, CT 06269 Ian Dann, 860-486-6503	Central Campus Parking Lot #300018	$	1,400,000.00	May 2019	85%
PAC Group 126 South Main Street Torrington CT 06790 Contact:	Community Health Center, Middletow Sitework	$	1,100,000.00	March 2019	80%
ConnDOT - District 1 1107 Cromwell Avenue Rocky Hill, CT 06067 Contact:Greg Kozma 860-258-4615	Cheshire: Farmington Heritage Trail Expansion Sitework	$	4,700,000.00	Nov 2018	75%
Sikorsky Aircraft Corporation 6900 Main Street Stratford CT 06614 Carlos Antunes	PETTS Building	$	1,000,000.00	June 2018	90%
UCONN 31 LeDoyt Road	Tech Park Parking Lot Parcel J #902079	$	1,100,000.00	Dec 2017	90%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
Storrs, CT 06269 Ian Dann, 860-486-6503				
ConnDOT District 1 1107 Cromwell Avenue Rocky Hill, CT 06067 David Kingsbury, 860-938-4317	Bristol Intersection Improvements along Peacedale Ave and Maple # 17-183	$ 1,600,000.00	Nov. 2017	85%
UCONN 31 LeDoyt Road Storrs, CT 06269 Chuck Brome, 860-486-7102	Starbucks Interior Fit Out Waterbury #901830	$ 500,000.00	Nov. 2017	40%
ConnDOT District 4 359 South Main Street Thomaston CT 06787 David Neelands, 203-591-3565	Bridgewater Safety Improvements along Rt. 133 #16-98	$ 6,843,400.00	October 2017	85%
Gilbane Building Company 208 New London Turnpike Glastonbury CT 06033 Contact: Pat Delany	Orchard Hill Elementary School New Construction	$ 4,464,000.00	Sept 2017	75%
UCONN 31 LeDoyt Road Storrs, CT 06269 Chuck Brome, 860-486-7102	Gampel Kinesiology #201678	$ 261,000.00	Sept. 2017	55%
Fusco Corporation Long Warf New Haven CT Contact:	UCONN New Engineering and Science Building Construction	$ 4,700,000.00	Aug. 2017	75%
Town of Plymouth 80 Main Street Terryville CT 06786 Charlie Wiegert, 860-585-4000	Bemis Street Road Reconstruction	$ 1,810,000.00	January 2017	75%
Conn DOT Division 1 1107 Cromwell Avenue Rocky Hill CT 06067 Shawn Mangan, (860) 258- 4604	Watertown: Waterbury Bus Facility Sitework	$ 6,842,000.00	Dec 2016	75%
FIP Construction 1536 New Britain Ave Farmington CT 06032 Phil Rees, 860-470-1800	Morgan School	$ 8,600,000.00	Aug 2016	80%
O & G Industries 112 Wall Street Torrington CT 06790 Dan Hetzler, 860-489-9261	Guilford High School Additions and Renovation	$ 11,000,000.00	August 2016	85%
Town of East Haddam 7 Main Street East Haddam CT 06423 Tom Linden, 860-249-1801	East Haddam Elementary School Parking Lot Reconstruction	$ 1,269,000.00	Aug 2016	90%
O & G Industries 112 Wall Street Torrington CT 06790	Miss Porter's School The Grist Mill RC#402	$ 855,500.00	Aug 2016	85%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
Dan Hetzler, 860-489-9261				
American School for the Deaf 139 Main Street West Hartford CT	Sitework at ASD	$ 970,000.00	Nov 2015	90%
Sikorsky Aircraft Corporation 6900 Main Street Stratford CT Carlos Antunes, 203-383-7131	West Hangar Mezzanine Renovate to New	$ 3,250,000.00	October 2015	75%
Turner Construction 50 Waterview Drive Shelton CT Dave Christoforo, (203) 712-6070	Prospect Elementary School New construction of school Sitework	$ 5,800,000.00	October 2015	90%
Newfield Construction 225 Newfield Avenue Hartford CT 06106 Al Howat, (860) 953-1477	DePaolo Middle School Additions & Renovations Sitework	$ 2,300,000.00	October 2015	90%
DDR Corporation 3300 Enterprise Parkway Beachwood OH 44122	Guilford Commons New construction Sitework	$ 1,976,000.00	August 2015	90%
LDS Church 30 South Street Cromwell CT Bill Puida	Danbury - Millwork	$ 5,500.00	July 2015	100%
Town of Plymouth 80 Main Street Terryville CT 06786	Reconstruction of Seymour Rd Reconstruction of road Sitework	$ 2,045,000.00	June 2015	90
LDS Church 30 South Street Cromwell CT Bill Puida	Stamford - Toilet Room Renovations	$ 57,880.00	May 2015	80
Newfield Construction 225 Newfield Avenue Hartford CT 06106 Al Howat	Wallace Middle School Additions & Renovations Sitework	$ 942,300.00	Nov 2014	90%
Gilbane Building Co. 208 New London Turnpike Glastonbury CT 06033 Pat Delany	HC Wilcox Tech Additions to School Sitework	$ 4,900,000.00	Nov 2014	85
FIP Construction 308 Farmington Ave Farmington CT 06032 Al McLellan 203-271-0356	CREC Public Safety Academy Alterations and Additions Sitework	$ 6,960,000.00	July 2014	85
KBE Building Corporation 30 Batterson Park Road Farmington CT 06034 Craig Ortola 860-284-7110	Carrington Elementary School Alterations and Additions Sitework	$ 4,970,000.00	May 2014	80

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
DOT District 2 1107 Salem Turnpike Norwich CT 06360	Canterbury Tank Replacement and Maintenance Facility	$ 720,000.00	Mar 2014	80
Enterprise Builders 46 Shepard Drive Newington CT 06111 860-466-5188	Covenant Village of Cromwell	$ 282,000.00	Oct 2013	75
Centerplan Construction 10 Main Street Middletown CT	Rite Aid, East Hartford Outside Renovations	$ 1,010,000.00	Oct 2013	85
KBE Building Corporation 30 Batterson Park Road Farmington CT 06034	Naval Base - Commissary	$ 2,410,000.00	Sept 2013	80
UTC Aerospace Systems 100 Whooster Heights Danbury CT	Addition Building #6	$ 7,000,000.00	Sept 2013	75
DOT District 1 James Parsons 1107 Cromwell Avenue Rocky Hill CT 06067	Vernon Tank Replacement Vernon CT RC#2471	$ 725,330.74	Sept 2013	75%
Gilbane Building Co. 208 New London Turnpike Glastonbury CT 06033 Pat Delaney	West Bristol K-8 School Bristol CT RC#369	$ 4,828,000.00	Sept 2013	90%
KBE Building Corporation 30 Batterson Park Road Farmington CT 06034	CT Science Center	$ 850,000.00	July 2013	85%
O & G Industries, Inc. 112 Wall Street Torrington, CT 06790 Lurel Purcell	Lyme-Old Lyme HS Old Lyme CT RC#368	$ 4,800,000.00	April 2013	80%
Gilbane Building Company 208 New London Turnpike Glastonbury CT 06033	CCSU - New Academic Building	$ 2,000,000.00	Dec 2012	90
FIP Construction 308 Farmington Ave Farmington CT 06032	Cheshire Academy Ball Field Renovations	$ 1,300,000.00	Aug 2012	80
City of Shelton 54 Hill Street Shelton CT	Derby-Shelton Rotary Pavillion Veteran's Memorial Park	$ 382,000.00	July 2012	85
FIP Construction 308 Farmington Avenue Farmington CT 06032	Griswold Elementary School RC354	$ 3,000,000.00	May 2012	90
KBE Building Corporation 30 Batterson Park Road Farmington CT 06034	Whitney Center - Assisted Living Facility	$ 3,200,000.00	May 2012	90
KBE Building Corporation	Kaynor Tech. School - Fields	$ 255,000.00	Oct 2010	90

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
30 Batterson Park Road Farmington CT 06034	RC367			
Town of Plymouth 10 Main Street Plymouth CT 06786	Plymouth HS Track and Field RC362	$ 777,000.00	Sept 2010	90
Dept. of Transportation 2800 Berlin Turnpike Newington CT	Reconstruction of Gurnseytown Road RC352	$ 2,787,770.00	Aug 2010	90
Newfield Construction 225 Newfield Avenue Hartford, CT 06106	Bloomfield HS Parking Lots RC364	$ 542,102.00	Aug 2010	90
O & G Industries, Inc. 112 Wall Street Torrington, CT 06790 Richard Jones Ph #860-496-9261	Bloomfield Magnet School Bloomfield, CT RC347	$ 2,256,770.00	July 2009	90%
Dept of Transportation, Dist II 171 Salem Turnpike Norwich, CT Carl Nelson Ph #860-823-3101	Westbrook Salt Shed 154-119 Westbrook, CT RC#241	$ 1,266,070.50	Sept 2009	80%
Industrial Construction 752 North Mountain Road Newington, CT 06111 Rich Wisniewski (860) 953-5667	New Plymouth High School Sitework Terryville, CT RC#329	$ 4,930,911.00	May 2009	88%
Sikorsky Aircraft Corp. 6900 Main St. PO Box 9727 Stratford, CT 06615 George Kochera 203-386-8938 george.kochera@skikorsky.com	Relocate 17 assigned handicap parking spaces in lot C to the 25 year parking area. RC#2172	$ 13,850.00	Oct 2009	45%
Allgrove Elementary School 33 Turkey Hill Road East Granby, CT Derek Aldrich-Moser Pilon Nelson 860-563-6164	LULA Elevator Installation RC#2149	$ 201,266.00	Sept 2009	10%
General Electric 3135 Easton Trpk, Fairfield CT Connie Sullivan 203-373-2367	Guest House -Ejector Pit Replacement RC#2144	$ 112,500.00	Sep 2009	30%
The Jewish Home for the Elderly 175 Jefferson St., Fairfield CT Michael Hebert (203) 365-6469	Renovation of Handicap & Accessible Terrace RC#2140	$ 43,900.00	Aug 2009	30%
Dept. of Public Works CT Military Dept. CFMI 165 Capital Ave. Hartford CT 06106 Joseph D Carry 860-524-4985	Concrete Pad for ARMAG Military Working Dog Facility 4 Wildlife Drive, Newtown CT RC#2137	$ 23,330.00	June 2009	10%
LDS Church Alexander Pineda 914-762-0456 phone	Renovations, Newtown, CT RC2119	$ 54,000.00	May 2009	80%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
Sikorsky Aircraft Corp 6900 Main St., Stratford Desmond Adzi 203-383-6916	Corral Work, Stamford F7 Area RC2135	$ 9,880.00	April 2009	100%
DOT-BIA 2800 Berlin Turnpike Newington CT Celeste Cashman 860-713-5067	Furnish & Installed 2 Airport Entrance Signs at Bradley International Airport RC#2102	$ 82,795.00	April 2009	70%
Konover Construction Corp. 30 Batterson Park Road Farmington, CT 06034 Terry Terragna Ph #860-284-7110	North Haven Commons Sitework North Haven, CT RC345	$ 6,282,577.00	Nov 2009	90%
Konover Construction Corp. 30 Batterson Park Road Farmington, CT 06034 Anthony Mancini Ph #860-284-7110	Lowe's Sitework Torrington, CT RC351	$ 3,277,777.00	Nov 2009	90%
Baker Residential 10 Percision Drive Danbury, CT 06810 Joseph Conlan Ph #203-778-3908	Timber Oaks Subdivision Bethel-Danbury, CT RC325 A & B	$ 13,000,000.00	2006 2009 Jun 2014	95%
Konover Construction Corp. 30 Batterson Park Road Farmington, CT 06034 Anthony Mancini Ph #860-284-7110	Danbury Police Station Sitework Danbury, CT RC343	$ 2,979,729.00	May 2009	90%
Montagno Construction Corp. 75 Progress Lane Waterbury, CT 06705 Ph #203-597-9014	Guilford House Phase II Guilford, CT RC346	$ 1,150,000.00	July 2009	98%
O & G Industries, Inc. 112 Wall Street Torrington, CT 06790 Mark Sedenski Ph #860-496-9261	Judson Elementary School Watertown, CT RC348	$ 1,773,700.00	June 2009	90%
Dept. of Environmental Protection State of Connecticut 230 Plymouth Road, Harwinton, CT	Heublein Tower Window RC2062	$ 77,700.00	Dec 2008	50%
Brighton Park LLC/Rosewell 901 Farmington Avenue First Floor West Hartford, CT 06117 John Vosburg Ph #860-916-7495	Brighton Park Sitework Bloomfield, CT	$ 1,407,505.00	Nov 2008	90%
Town of Riverfield Hoffman Architects Eric Hansen 203-239-6660	Window & Door Replacement Riverfield School RC#2039 Sal Marabito 203-650-0083	$ 492,000.00	Nov 2008	20%
FIP Construction 10 McKee Place Cheshire, CT 06410 Kevin Boyle Ph# 203-271-0356	Derby Middle School Derby, CT RC349	$ 3,120,770.00	Sept 2008	90%
General Electric 800 Long Ridge, LLC Todd Nass	Skylight Replacement RC#2059	$ 1,600,000.00	Sept 2008	60%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
203-373-2510				
Allentown Condos LLC 22 Pine Street Suite #203 Bristol, CT 06010 Doug Reiff Ph #860-604-0812	Saddlebrook Condos Sitework Bristol, CT	$ 3,481,771.00	July 2008	90%
Woodhall School Matt Woodhall 203-266-7788	PAAC Second Level Gallery RC2023	$ 133,300.00	April 2008	60%
Woodhall School Matt Woodhall 203-266-7788	Renovate Head Mstrs Qtrs RC2024	$ 60,000.00	May 2008	70%
Skanska USA Building Ian Miles 860-618-2275	IBM - Southbury T & M Carpenter Services RC2020	$ 25,000.00	March 2008	100%
General Electric Stamford Todd Nass 203-373-2510	HVAC Split System, Bldg C RC2017	$ 63,575.00	Jan 2008	30%
Yankee Gas Carmen Rosa 203-592-3555	Locker Room & Office RC2018	$ 28,205.00	April 2008	60%
Baker Residential 10 Percision Drive Danbury, CT 06810 Joseph Conlan Ph #203-778-3908	Brookside Subdivision Middlebury, CT Phase 1, 2, 3, & House Exc. RC309 a-b-c-d-e	$ 6,748,544.00	Dec 2007	95%
CT Junior Republic Diane O'Reilly 860-567-9423 ext 281	Support Center	$ 52,000.00	2007/2008	70%
Woodhall School Ms Sally Woodhall 203-266-7788	Add to existing room	$ 47,000.00	2007/2008	60%
General Electric Elias Vazquez 203-373-2236	W2-J-147 Confrence Room RC2011	$ 32,212.00	2007/2008	90%
Goodrich Space & Optical Systems Rich Filicleo 203-797-6674	Renovate Lab	$ 55,000.00	2007/2008	60%
Yankee Gas Carmen Rosa 203-592-3555	Norwalk Storage Covers	$ 95,000.00	2007/2008	100%
Konover Construction Corp. 30 Batterson Park Road Farmington, CT 06034 Anthony Mancini Ph #860-284-7110	Stamford Sitework (Testa) Stamford, CT RC344	$ 142,547.50	Dec 2007	90%
Montagno Construction Corp. 75 Progress Lane Waterbury, CT 06705 Ph #203-597-9014	Guilford House Phase I Sitework Guilford, CT RC342	$ 15,000.00	July 2007	90%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
City of Waterbury 236 Grand Street Waterbury, CT John Lawlor, Jr. Ph #203-574-6851	City of Waterbury Various Road Projects RC336	$ 227,565.00	June 2007	95%
Montagno Construction 75 Progress Lane Waterbury, CT 06705 Ph #203-597-9014	Woodbury Community Center Sitework Woodbury, CT RC337	$ 913,686.00	Dec 2007	85%
ESPN Walt Disney World Corp 34 Ronzo Road Bristol, CT 06010 Mark Burger Ph #860-766-4139	ESPN - Sitework Bristol, CT RC339	$ 914,606.00	Oct 2007	95%
Konover Construction Corp. 30 Batterson Park Road Farmington, CT 06034 Anthony Maselli Ph #860-284-7110	Target Store #2305 Torrington, CT RC340	$ 1,777,880.70	Sept 2007	90%
Spectrum Skanska 115 Stevens Street Valhalla, NY 10595 John Dolan Ph #914-447-6959	Route 172 Crossing Southbury, CT RC331	$ 174,672.00	Sept 2007	93%
WCI Communities 115 Stevens Street Valhalla, NY 10595 John Dolan Ph#914-447-6959	Rivington Reserve Water Main Extension Danbury, CT RC332	$ 522,172.00	Dec 2007	95%
FB Mattson Co., Inc. 146 Huntingdon Avenue Waterbury, CT 06705 Bobbi Mattson Ph #203-756-8871	Easter Seals Site Work Waterbury, CT RC333	$ 809,026.00	July 2007	95%
O & G Industries, Inc. 112 Wall Street Torrington, CT 06790 George Graikoski Ph #860-489-9261	Litchfield Middle/High Schools Litchfield, CT RC328	$ 2,555,407.00	Dec 2007	80%
Patriot Enterprises of NY 2836 Route 20 East Cazenovia, NY 13035 Craig Hansen Ph# 315-655-5920	Home Depot #6209 Sitework Danbury, CT RC324 a	$ 500,000.00	Nov 2006	90%
Southbury Home & Land Co., LLC 115 Stevens Avenue Valhalla, NY 10595 John Dolan Ph #914-447-6959	Traditions @ Southbury Sitework for Home/Land Exc. Southbury, CT RC305 a-b-c-d	$ 1,646,000.00	Nov 2006	80%
Haynes Materials 30 D Progress Avenue Seymour, CT 06483 Ph #203-888-8177	Hall Commons Sitework Bridgeport, CT RC326	$ 735,459.00	Nov 2006	90%
Baker Residential 10 Percision Drive Danbury, CT 06810 Joseph Conlan Ph #203-778-3908	Seymour Rolling Hills Sitework Seymour, CT RC330	$ 9,241,300.00	Oct 2006	90%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
O & G Industries, Inc. 112 Wall Street Torrington, CT 06790 Rob Martinotti Ph #860-489-9261	Weston School Campus Town of Weston Weston, CT 318 a-b	$ 8,000,000.00	Aug 2006	98%
Konover Construction Corp. 30 Batterson Park Road Farmington, CT 06034 Anthony Maselli Ph #860-284-7110	Wells Road School Sitework Granby, CT RC320	$ 1,440,000.00	Aug 2006	80%
CL & P Miguel Ortiz 203-710-5078	Bathroom Repairs	$ 24,541.00	Jun 2006	80%
Yankee Gas Service Company Carmen Rosa 203-592-3555	Storm Drain Lighting Exc.	$ 14,691.75	Jun 2006	80%
CL & P Don Bischoff 860-977-8033	Dock Repair RC#2089	$ 15,750.00	Jun 2006	100%
Goodrich Space & Optical Systems Phil Arcuri 203-797-5426	Area 58 Renovation	$ 40,000.00	Jun 2006	70%
General Electric Connie Sullivan 203-373-2367	Soundsoak Walls	$ 3,300.00	Jun 2006	80%
General Electric Connie Sullivan 203-373-2367	Ground Repairs	$ 6,305.00	Jun 2006	100%
General Electric Connie Sullivan 203-373-2367	Entry Vestibules Carpet Tiles	$ 5,203.54	Jun 2006	90%
General Electric Connie Sullivan 203-373-2367	Install VCT Tiles	$ 4,500.00	Jun 2006	20%
General Electric Connie Sullivan 203-373-2367	Office Panel Removal & TV Blocking RC#2021	$ 5,035.00	Jun 2006	100%
CL & P New Britain Don Bischoff 860-977-8033	Hand Rail New Britain RC#2027	$ 1,275.00	Jun 2006	90%
Yankee Gas Miguel Ortiz 203-710-5078	Replace Doors	$ 7,590.00	Jun 2006	100%
General Electric Connie Sullivan 203-373-2367	West Bld Corridor Carpet RC#2010	$ 24,000.00	Jun 2006	15%
LDS Church Canton Bill Puida 203-387-2206	Propane Line RC#2012	$ 25,000.00	Jun 2006	15%

Richards Corporaation

Completed Projects
Contract References

OWNER OR GENERAL CONTRACTOR	JOB DESCRIPTION	CONTRACT AMOUNT	COMPLETED	% Own Forces
CL & P Don Bischoff 860-977-8033	Concrete Work	$ 18,000.00	Jun 2006	100%
Goodrich Space & Optical Systems Phil Arcuri 203-797-5426	Painting & Flooring	$ 15,000.00	Jun 2006	20%
Northeast Development LLC 1266 Main Street South Southbury, CT 06488 William Bette Ph# 203-267-4040	Fawn Meadows Subdivision Torrington, CT RC319	$ 817,070.00	June 2006	95%
Northeast Development 1266 Main Street South Southbury, CT 06488 William Bette Ph #203-267-4040	Fawn Meadows Phase 3 Site Work Naugatuck, CT RC335	$ 798,000.00	Feb 2006	95%
Konover Construction Corp. 30 Batterson Park Road Farmington, CT 06034 Anthony Maselli Ph# 860-284-7110	CT Police Academy Meriden, CT RC308	$ 975,000.00	Aug 2005	95%

RICHARDS
CORPORATION

72 North Harwinton Ave.
Terryville, CT 06786
(860) 583-9229

2c. Resumes of Personnel Listing

Joseph Martin
Evan Krisiunas
Jason Dehm

JOSEPH NORMAN MARTIN, STSC

Vice President of Operations, Building Group | Richards Corporation | 860-426-5422 |
jmartin@richardscorp.com

SKILLS & ABILITIES

- Well versed in all phases of construction: new construction, renovation, site work, concrete, masonry, structural, misc. metals, carpentry, interior finishes, demolition, general contracting, construction management; all projects with self-performing work crews and select subcontractors. Experienced in industrial, pharmaceutical, higher-education, k-12 education, commercial, and residential construction. Almost all projects completed in continuously operating facilities.

EXPERIENCE

Vice President of Operations, Building Group, Richards Corporation 2018 - Current

Terryville, CT

- Estimate, bid, execute a wide array of building and site projects ($5K-$20M) including self-performing crews, managing subcontractors, site logistics, schedule, quality, and above all safety. Oversee all building group operations. Recent clients include: Pratt & Whitney, Medtronic, University of Connecticut, Sikorsky, Entegris, Connecticut Water Co, Church of Jesus Christ of Latter-Day Saints.

Superintendent III, Gilbane Building Company 2008 - 2018

Providence, RI and Glastonbury, CT

- Oversee all phases of construction projects with particular attention to health and safety. Manage large scale building construction projects ($1M-$115M).
- Train and mentor new employees.
- Graduate from Gilbane Management Training Program (2010): 2 year rotation in project engineering, superintending, estimating, scheduling, safety and purchasing departments.
- Key Projects and Clients:
  - Taconic High School (Pittsfield, MA), Hartford Hospital Bone and Joint Institute (Hartford CT), Fairfield Ludlowe High School Additions and Roof Replacement (Fairfield, CT), Bristol Meyers Squibb Haystack Renovation (Wallingford CT), H.C. Wilcox Tech. High School (Meriden, CT), Central Connecticut State University (New Britain, CT), Danbury Hospital North Tower Addition (Danbury, CT), Bolton High School Additions and Renovations (Bolton, CT), Pfizer (Groton, CT).

Real Estate Salesperson, Henri Martin Real Estate 2012 - Current

Bristol, CT

- Provide professional residential and commercial real estate services throughout CT.

EDUCATION

Roger Williams University – Bristol, RI – BS Construction Management, Minor in Business Management

- Sigma Lambda Chi – International Construction Honor Society
- Led six-person team to first place finish at the 2007 Associated Schools of Construction Region 1 Heavy Highway Competition.

LICENSES AND CERTIFICATIONS

- Occupational Safety and Health Administration (OSHA) 30-hour training.
- Board of Certified Safety Professionals: Safety Trained Supervisor Construction (STSC)
- HAZWOPER 40 hour trained
- Connecticut Real Estate Salesperson License
- First Aid/CPR

EVAN KRISIUNAS

Project Manager | Richards Corporation | 860-583-9229 | ekrisiunas@richardscorp.com

SKILLS & ABILITIES

- Experience of construction estimating, project management and construction practice to analyze, coordinate and complete construction projects.

EXPERIENCE

Project Manager, Richards Corporation 2023 - Current

Terryville, CT

- Estimate, bid, execute building and site projects ($5K-$10M) including self-performing crews, managing subcontractors, site logistics, schedule, quality, and safety. Recent clients include: Pratt & Whitney, Medtronic, and Sikorsky Aircraft, Church of Jesus Christ of Latter-Day Saints.

Estimator/Surveyor, Environmental Design Inc dba Winterberry Irrigation 2020 - 2023

Bristol, CT

- Estimate projects and execute bidding responsibilities on projects ranging from $5,000-$4,000,000
- Preparing submittal and closeout packages
- Material purchasing/Manage subcontractors
- Utilizing GPS Surveying to layout projects and collect as built information
- Assisting with project management

Estimating/Assistant Project Manager, Paramount Construction 2022 - 2022

Bristol, CT

- Finding and Estimating projects and executing bidding responsibilities on projects ranging from $500,000-$8,000,000
- Management of project documentation i.e., Submittals, purchase orders, closeout documentation etc.
- Material purchasing /Management of subcontractors

Project Engineer, Midstate Site Development, LLC 2012 - 2020

Bloomfield, CT

- Assisting project manager
- Estimating and bidding projects
- Project Scheduling
- Material Purchasing/ Manage Subcontractors
- Management of project documentation
- Utilize CAD software to generate project layouts

EDUCATION

Central Connecticut State University, New Britain CT – BS Construction Management

LICENSES AND CERTIFICATIONS

- Occupational Safety and Health Administration (OSHA) 30-hour trained.
- First Aid/CPR
- Quality Assurance Technologist
- Traffic Control Technician

JASON DEHM

Project Superintendent | Richards Corporation | 860-583-9229 | jdehm@richardscorp.com

EXPERIENCE

Project Superintendent, Richards Corporation November 2010 - Current

Terryville, CT

Project Experience:

- *Pratt and Whitney: Salt Shed, East Hartford CT*
- *Medtronic Degasser Building Addition, North Haven CT*
- *Silas Bronson Library – Interior Renovation*
- *UCONN Gampel Pavilion Kinesiology Lab*
- *UCONN Waterbury Starbucks Interior Fit-Out*
- *Medtronic Demolition of Sterilizer at Main Building*
- *Sikorsky Aircraft, Stratford – East Manufacturing Office Building*
- *Sikorsky Aircraft, Stratford – Main Computer and Server Room Renovation*
- *Sikorsky Aircraft, Shelton – Scinto Towers 7th Floor Renovation*

EDUCATION

Keene State College – Keene NH. Bachelor of Science in Business Management in 2009

LICENSES AND CERTIFICATIONS

- Occupational Safety and Health Administration (OSHA) 30-hour trained.
- First Aid/CPR
- Power Actuated Tools
- Competent Person
- Lift Training

RICHARDS
CORPORATION

72 North Harwinton Ave.
Terryville, CT 06786
(860) 583-9229

7a. Additional Data

a. Richards Corporation Information Sheet
b. Reference Letters

General Contractor | 72 N. Harwinton Avenue, Terryville, CT 06786 | (860) 583-9229 | www.richardscorp.com

Building Connecticut Since 1967

RICHARDS CORPORATION

Specializing in Large Fast-Track Site Work Projects

WHO ARE WE?

Richards Corporation is an award-winning General Contractor based out of Terryville, CT, currently operated by the third generation of family members. Established in 1967 on three core principles: honesty, integrity, and hard-work. Richards has since used these principles as the foundation to our success. Among other approbations, the Associated Building Contractors of America (ABC) recently voted Richards into the Top 75 General Contractors and the Top 200 Performers in America, as well as deemed Richards an Accredited Quality Contractor (AQC), an honor designated to the top 2% of contractors in the country.

As an equal opportunity employer with approximately 125 men and women throughout Connecticut on our team, Richards geographic work ranges across all of Connecticut, Massachusetts, and New York, and are licensed for work in North Carolina. A typical project ranges from $100,000 to $35,000,000, though we are fully bondable to $100,000,000 and insured for large scale and fast-tracked projects.

CAPABILITIES / NOTABLE CUSTOMERS

- ◊ Demolition
- ◊ Interior, exterior, and structural modifications;
- ◊ Site work and concrete slabs;
- ◊ Building and complex industrial machine/equipment foundations;
- ◊ Masonry modifications;
- ◊ Interior construction/finishes.

- ◊ Collins Aerospace/United Technologies
- ◊ Connecticut State Universities
- ◊ Disney Worldwide
- ◊ Frito Lay Corporation
- ◊ General Electric
- ◊ Gilbane Building Company
- ◊ Haskell
- ◊ KBE Building Corporation
- ◊ O & G Industries
- ◊ Pepsi-Co
- ◊ Pratt & Whitney
- ◊ Raytheon
- ◊ Sikorsky Aircraft/Lockheed Martin

GENERAL CONTRACTOR

RICHARDS CORPORATION

SCOPE OF WORK

FAST TRACK

- Guilford High School
  + Client: Town of Guilford and O&G Industries
- UCONN STEM Residence Hall
  + Client: UCONN and KBE Building Corporation
- Max's Place
  + Client: Max's Place, LLC and KBE Building Corporation
- East Haddam Elementary School
  + Client: Town of East Haddam

BUILDING

- Westbrook Salt Shed
  + Client: State of Connecticut Department of Transportation
- General Electric Skylight
  + Client: General Electric
- Fulton Park
  + Client: City of Waterbury
- UCONN Gampel Kinesiology Test Chamber Installment
  + Client: University of Connecticut

COMMERCIAL

- Safety Improvements on Route 133 in Bridgewater
  + Client: State of Connecticut Department of Transportation
- Farmington Canal Heritage Trail Extension in Cheshire
  + Client: State of Connecticut Department of Transportation
- Vernon Tank Replacement
  + Client: Connecticut Department of Transportation

Please contact us for job details, or additional past performances

OUR MISSION

At Richards Corporation, we believe teamwork is the key to success. It's a belief that's perhaps best reflected in our corporate mission statement.

T otal customer focus.

E xpansion and development of key resources through continuous improvement of our people, services, products, and capital.

A chieve maximum impact for the benefit of our customers, suppliers, and people.

M arket leadership through strategic partnerships with key contractors and suppliers as we expand our reach regionally and nationally.

General Contractor | 72 N. Harwinton Avenue, Terryville, CT 06786 | (860) 583-9229 | www.richardscorp.com

RICHARDS CORPORATION

Letter of Reference
For

Richards Corporation

March 13, 2024

To Whom It May Concern,

I am writing this letter of reference for Richards Corporation, whom I have worked with over the past year. As a Project Manager for the University of Connecticut, I have worked with Richards Corporation on two projects, most recently, the Fenton River Culvert Replacement project which began in July 2023 and is nearing completion this Spring. As with any project, the construction team is very important and I would have to say that Peter Maddox (PM) and Mike Lapenta (Super) were excellent to work with.

The project consisted of replacing a culvert in a brook and on a private road that the University uses to get to our wellfield. There were multiple constituents, such as the neighbors that owned the private road, that needed to be factored into the schedule and to allow access during construction. There were also several challenges in working in a brook that required DEEP and ACOE permitting which limited how work could be completed. I found that the scheduled Richards Corp put together to be aggressive and detailed and as work began, they knew exactly what needed to be done and moved quickly and efficiently. There were many times when Mike would bring to my attention issues related to the project or perhaps one of the neighbors approached him with issues and concerns. Mike was an excellent communicator at both discussing the project and its budget limits with the neighbors and communicating to me any issues that he could see coming up that might affect the schedule or budget. There were a few change orders that were handled quickly and the pricing was fair and reasonable. Both Mike and Pete always considered the budget when pricing a change and offered excellent suggestions to the engineer and architect on how to resolve an issue.

It was a pleasure working with Richards Corporation, particularly with Pete and Mike and if anything project were to be awarded to them, I hope I get to work with them again. If you would like to discuss this letter of reference further, please feel free to contact me at 860-208-2337.

Scott Gallo
University of Connecticut
Project Manager

March 16, 2021

Re: Richards Corporation
Guilford High School Project
Guilford, Connecticut

To Whom It May Concern,

Richards Corporation was the site contractor for the construction of the new Guilford High School. SLR International Corporation (formerly Milone & MacBroom, Inc.) was the project engineer for all site-related improvements.

This project was complicated by the requirement to complete work and maintain access while the existing school remained open. The project involved significant earth moving, construction of 400+ parking spaces, athletic fields, storm drainage, and utilities. Richards Corporation adequately staffed and resourced the project and provided effective management to complete the work on schedule.

Sincerely,

SLR International Corporation

Stephen R. Dietzko, PE
US Operations Manager, Engineering

1000-01-2-mr1621-ltr.dotx

mitchell architectural group

March 12, 2019

Mr. DJ Doyle
President
Richards Corporation
72 North Harwinton Avenue
Terryville, Connecticut 06786

Dear Mr. Doyle,

We are the architects for the Sikorsky Blades Freezer Building. This is a very complex project with an evolving scope and an accelerated timeline.

Over the past two years, we have been working on an almost daily basis with Gus Brennan and Brian Young of Richards. I cannot compliment them enough for the service received by both our office and Sikorsky. Gus and Brian were well ahead of the decision making process, bringing solutions to the table for review and action by the project team. They are the key reasons for this very successful project.

I look forward to working with Richards again as other projects present themselves.

Please feel free to contact me.

Sincerely,

Robert Mitchell

800 main street south
suite 120
southbury, ct 06488

tel 203.264.2206
fax 203.264.2216
www.mitchellag.com

Spiegel Zamecnik & Shah Inc.

Structural Engineers

David A. Carlson
Michael W. Kane
David J. Oleynik

November 23, 2015

Dear Sir or Madam,

I am pleased to offer a letter of recommendation for Richards Corporation. I have personally had the occasion to work with Richards on several construction projects since 2012, often for one of our largest clients. I have been very impressed with Richards' professionalism and the high quality of their work.

My overall experience with Richards has been very positive. Many of the projects on which we have collaborated presented significant challenges, including aggressive construction schedules, intricate phasing, and complex site logistics. Each project has also required high levels of coordination and communication between the contractor, design team, and the owner's representatives. On every occasion, Richards has demonstrated a keen ability to respond to constantly evolving conditions, while consistently meeting project schedules. They also maintain a professional and detail-oriented management team at their office and on the job site. All of the project close-out requirements were satisfactorily completed in a timely fashion, and the finished results have met or exceeded my expectations.

I highly recommend Richards Corporation, and I look forward to working with them again in the future, should the opportunity arise.

Best Regards,

Jonathan Kirkham
Project Coordinator

Spiegel Zamecnik & Shah Inc.

54 Wall Street New Haven Connecticut 06511 203-624-9831 FAX 203-777-4227
1900 L Street NW, Suite 510 Washington, DC 20036 202-223-9500 FAX 202-223-9793

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [x]

(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_4_)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Richards Corporation
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

05/08/2024
Date

Richard Tyler Doyle, Chief Operating Officer
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Richards Corporation
72 North Harwinton Avenue
Terryville CT 06786

Print Name and Title of Authorized Representative: Richard Tyler Doyle, Chief Operating Officer

Signature of Authorized Representative:

Date: 05/08/2024

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.: Terryville

County of Litchfield

Richard Tyler Doyle, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Chief Operating Officer of Richards Corporation (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 None				
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 Richard M. Doyle, Jr	President	11/17/1967	30%
2 Dennis Doyle	Vice President	01/15/1971	30%
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

N/A
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

Richard Tyler Doyle
Name of Corporate Signatory

72 North Harwinton Avenue, Terryville CT 06786
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Chief Operating Officer
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of Connecticut)

) SS Terryville

County of Litchfield)

Richard Tyler Doyle being duly sworn,

deposes and says that he/she is Chief Operating Officer of Richards Corporation and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 8th day of May 2024.

Donna Santos
(Notary Public)

My Commission Expires: November 30, 2028

DONNA SANTOS NOTARY PUBLIC CONNECTICUT

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 April 30, 2024 4 _____

2 May 1, 2024 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0853286
Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Richard Tyler Doyle
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Richard Tyler Doyle
By: Chief Operating Offiver
(Title)
Business Address: Terryville CT 06786
(City, State, Zip Code)

Phone: 860-583-9229
Email: tdoyle@richardscorp.com
Date: 05/08/2024

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment E Document

- COST PROPOSAL

REQUEST FOR PROPOSAL
#8092
BY
THE CITY OF WATERBURY
Department of Education
PORTICO REPLACMENT

Attachment E

Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 05/08/2024

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Richards Corporation
(Print or Type Company/Corporate Name)

72 North Harwinton Avenue, Terryville CT 06786
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

RFP 8092 **Bunker Hill Portico Replacement**		
Description	**Amount (In Words)**	**Amount (In $)**
Bid Item 1 - Construction & Install of new structure	Two Hundred Fifty-Six Thousand Six Hundred Fifty-Two Dollars No cents	$ 256,652.00
GRAND TOTAL (Bid Item 1) (in words) Two Hundred Fifty-Six Thousand Six Hundred Fifty-Two Dollars Zero Cents		$ 256,652.00

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted by: Richards Corporation

06-0853286
Social Security Number or Federal Identification Number (Print or Type)

Richards Corporation
Company/Corporate Name (Print or Type)

Signature of Authorized Official

Richard Tyler Doyle
Name of Authorized Official (Print or Type)

Chief Operating Officer
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

72 North Harwinton Avenue Business Address: (Print or Type)	860-582-5202 Business Fax Number: (Print or Type)
Terryville CT 06786 City, State, Zip Code: (Print or Type)	Business Mobile Number: (Print or Type)
860-583-9229 Business Telephone Number: (Print or Type)	tdoyle@richardscorp.com Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT E

RICHARDS CORPORATION

72 North Harwinton Ave.
Terryville, CT 06786
(860) 583-9229

Attachment E: Cost Proposal Schedule

Waterbury Portico SOV

General Conditions	$	51,961
Demolition	$	14,585
Masonry	$	8,994
Steel	$	35,065
Wood and Plastics	$	91,925
Roofing	$	24,014
Finishes	$	23,941
Specialties (Signage)	$	6,167
Total	$	256,652

02BCSJF1602

AIA Document A310 - Electronic Format

Bid Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

KNOW ALL MEN BY THESE PRESENTS, that we Richards Corporation
(Here insert full name and address or legal title of Contractor)

72 N Harwinton Avenue, Terryville, CT 06786

as Principal, hereinafter called the Principal, and Hartford Fire Insurance Company
(Here insert full name and address or legal title of Surety)

One Hartford Plaza, Hartford, CT 06155

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto City of Waterbury
(Here insert full name and address or legal title of Owner)

235 Grand Street, Waterbury CT 06705

as Obligee, hereinafter called the Obligee, in the sum of 10% of the attached bid Dollars ($), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Portico Replacement at Bunker Hill Elementary School

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7th day of May 2024

Stefanie Jones

Marissa Gillen

Richards Corporation
(Principal) (Seal)

Chief Operating Officer
(Title)

Hartford Fire Insurance Company
(Surety) (Seal)

Rebecca Howard
(Title) Rebecca Howard, Attorney-in-Fact

AIA DOCUMENT A310 - BID BOND - AIA - FEBRUARY 1970 EDITION - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document has been reproduced electronically with the permission of The American Institute of Architects under License #2104 to The Hartford Fidelity and Bonding Company. Reproduction of this document without project-specific information is not permitted. Contact The American Institute of Architects to verify the current version of this document and license status.

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

Financial Statement, December 31, 2023

Statutory Basis

ASSETS

U.S. Government Bonds	$	768,944,974
Bonds of Other Governments		173,316,061
State, County and Municipal Bonds		976,353,527
Miscellaneous Bonds		5,785,989,529
Stocks		5,844,871,998
Short Term Investments		32,869,663
	$	**13,582,345,752**
Real Estate	$	293,084,389
Cash		52,850,673
Agents' Balances (Under 90 Day)		3,738,965,830
Other Invested Assets		4,778,703,667
Miscellaneous		4,236,467,322
Total Admitted Assets	$	**26,682,417,633**

LIABILITIES

Reserve for Claims and Claim Expense		$	11,037,286,875
Reserve for Unearned Premiums			2,598,084,769
Reserve for Taxes, License and Fees			51,917,642
Miscellaneous Liabilities			1,009,063,683
Total Liabilities		$	**14,696,352,969**
Capital Paid In	$ 55,320,000		
Surplus	11,930,744,664		
Surplus as regards Policyholders		$	**11,986,064,664**
Total Liabilities, Capital and Surplus		$	**26,682,417,633**

STATE OF FLORIDA
SEMINOLE COUNTY } **SS.**
CITY OF LAKE MARY

Joelle L. LaPierre, Assistant Vice President and Phyllis Clark, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of December 31, 2023.

Subscribed and sworn to before me this
1st day of March, 2024.

Joelle L. LaPierre
Assistant Vice President

Marilu Arce
Notary Public

Phyllis A. Clark
Assistant Secretary

MARILUZ ARCE
Notary Public - State of Florida
Commission # HH 287363
My Comm. Expires Jul 13, 2026
Bonded through National Notary Assn.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: TRACY DRISCOLL & COMPANY INC
Agency Code: 02-022394

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Rebecca Howard
of Bristol, Connecticut,
its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 02BCSJF1602
Naming Richards Corporation as Principal,
and City of Waterbury as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 7, 2024.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 5/28/2024**

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***.

Richards Corporation
Richard & Dennis Doyle
72 North Harwinton Ave
Terryville, CT 06786

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J. Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

WATERBURY
PUBLIC SCHOOLS

#8

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: May 28, 2024

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Amendment #1 to the Construction Contract for Architectural and Engineering Design Services for Assessment of HVAC Mechanical System Alternations for Waterbury Arts Magnet School and the Palace Theater (RFP #7249) with H. F. Lenz Company

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The Waterbury Education Department has a fully executed professional services agreement for the architectural and engineering design services for the assessment of mechanical system alternations to Waterbury Arts Magnet School and Palace Theater, including the heating, ventilation and air conditioning systems in the amount of $237,500. The project is being funded through ARPA/ESSER. This contract was initiated under the Request for Proposal process (RFP #7249).

The project is underway. The contractor found an extensively damaged, antiquated hot water heater in need of replacement in the mechanical room where the systems are located. Given H.F. Lenz' extensive background knowledge of the mechanical systems, the Education Department respectfully requests under Amendment #1 to increase the overall design costs of the H.F Lenz' agreement by $12,760 to develop design drawings, specifications for purchase and installation of a replacement hot water heater system. This amendment would increase the total contract amount to $250,260. All other agreement terms would remain unchanged.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you for your consideration.

Attachment
c: Mike Konopka, Jerry Gay, Dave Heavener, Jake Schick

Amendment 1

to

PROFESSIONAL SERVICES AGREEMENT

For

Professional Design Services

between

The City of Waterbury, Connecticut

and

H.F. Lenz Company

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 H.F. Lenz Company, having a place of business located at 101 Centerpoint Drive, Suite 237, Middletown, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the parties hereto entered into a Professional Services Agreement for architectural / engineering design services for assessment of mechanical system alterations for the Waterbury Arts Magnet School (WAMS) and The Palace Theater, executed by the Mayor of the City of Waterbury on July 22, 2022 ("Agreement"); and

WHEREAS, the parties wish to amend said Agreement to provide for additional services and additional compensation consistent therewith, and to exercise the Agreement option to extend the term of the Agreement to December 31, 2024, as set forth herein.

NOW THEREFORE, the parties hereby agree and covenant to amend the Agreement as follows:

1. Section 1 "Scope of Services" shall be amended as follows:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract")and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The original Project consists of and the Contractor shall provide architectural / engineering design services for assessment of mechanical system alterations for the Waterbury Arts Magnet School (WAMS) and The Palace

Theater. The scope of this Amendment is to design and replace the existing domestic water heating system for WAMS as further detailed and described in Lenz Company proposal for additional services dated April 24, 2024, (Attachment A to this Amendment)and hereby made material provisions of this Contract. Attachment A of the original Professional Services Agreement shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 7249 (attached hereto)
1.1.2 H.F. Lenz Company Revised Cost Proposal dated June 21, 2022 (attached hereto)
1.1.3 H.F. Lenz Company Response to RFP No. 7249 attached hereto
1.1.4 H.F. Lenz Company proposal for additional services dated April 24, 2024 (attached as Attachment A to this Amendment 1)
1.1.5 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.6 Certificates of Insurance, incorporated by reference
1.1.7 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.8 All Required Licenses
1.1.9 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of Attachment A to the Original Professional Services Agreement plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.
1.2.2 H.F. Lenz Company Revised Cost Proposal dated June 21, 2022.
1.2.3 H.F. Lenz Company Response to RFP No. 7249 attached hereto
1.2.4 The City's solicitation documents, RFP No. 7249.
1.2.5 H.F. Lenz Company proposal for additional services dated April 24, 2024 (attached as Attachment A to this Amendment 1)
1.2.6 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Section 5 "Contract Time" shall be amended as follows:

5. Contract Time. The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and

terminate December 31, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, including the completion date for the Project. Within Fourteen (14) days after the date of execution of this Agreement, the Contractor shall submit for the City of Waterbury's approval a schedule for the performance of the Contractor's services. The schedule shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Contractor or City. Contractor agrees that the schedule to be established shall have the original project design to be performed by Contractor in such a state of completion that the construction documents will be completed by January 6, 2023. Contractor agrees that the schedule to be established for this Amendment shall have the project design for upgrade to the existing domestic water heating system WAMS to be performed by Contractor in such a state of completion that the construction documents will be completed within 15 consecutive calendar days of execution of this Amendment by the Mayor of the City of Waterbury. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure completion thereof within the Contract time stated herein. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the design and bid specification phase work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractors actions or inactions cause said date to be unattainable.

3. Section 6 "Compensation" shall be amended as follows:

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services for the original Project plus this Amendment shall not exceed Two Hundred Fifty Thousand Two Hundred Sixty Dollars ($250,260.00).

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and

review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7249 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.

4. **All other terms, conditions and provisions of the Agreement dated July 22, 2022 remain in full force and effect and binding upon the parties.**

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment 1 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Kathryn E. Pritts
Kathryn E. Pritts

H.F. LENZ COMPANY

By: _____

Its Principal

Date: May 22, 2024

ATTACHMENT A

1. H.F. Lenz Company proposal for additional services dated April 24, 2024 (attached to Amendment 1)

H.F. LENZ
ENGINEERING
H.F. Lenz Co. | 101 Centerpoint Dr, Suite 237 | Middletown, CT | 06457 | 860-316-2124

AMENDMENT TO THE LETTER OF AGREEMENT

Amendment No. 001 **Date: 04/24/2024**

TO: Mr. Dave Heavener
KBE Building Corporation
76 Batterson Park Road
Farmington, CT 06032

PROJECT: RFP 7249 - WAMS/Palace Mechanical System Alterations
HFL File No. 2022-6000.16

RE: Additional Services

This Amendment shall serve as written confirmation for Additional Services in connection with the above project. This document amends the original Professional Services Agreement between H.F. Lenz Company and The City of Waterbury, CT dated 07/22/2022.

This proposal is based upon the request to upgrade the existing domestic water heating system for Waterbury Arts Magnet School at 16 S. Elm Street, Waterbury, CT.

Mechanical scope of work to include specification of new heating hot water / domestic hot water heat exchanger, utilizing the new heating hot water boilers, and all primary pumps and piping to heat exchanger.

Electrical scope to include design of overcurrent protection and associated branch circuiting for primary pumps, secondary pumps, and all electrical appurtenances which support domestic water heating operations.

Plumbing scope of work to include specification of secondary pumps, piping, and appurtenances required to provide domestic hot water to existing branches within the boiler/chiller room of the school.

SCOPE OF SERVICES

1. Conduct a site visit to observe existing conditions as they relate to the performance of our services.
2. Prepare Construction Documents, which will be utilized by the contractor to prepare a PCO to the existing construction contract. The documents will also be utilized to construct the new domestic heating water delivery system. Construction documents will consist of demolition drawings (existing dual fuel domestic heater, utilizes gas and diesel fuel as source) and new work drawings.
3. Provide responses to RFI's and addenda during the PCO phase.
4. Provide responses to construction RFI's, addenda, and written comments on contractor prepared shop drawings and submittals.
5. Conduct a maximum of two (2) site visits during the construction phase. The purpose of these visits will be for responding to questions, observing work in place, preparing punch lists, etc.

Compensation for Additional Services:

The total requested compensation for the aforementioned task is a fixed fee of $12,760.

H.F. LENZ COMPANY

Scott A. Kraynak, P.E.
Project Engineer

H.F. LENZ COMPANY

Joel C. Shumaker, P.E.
Principal

I:\Projects\2022\226000\226000x16\Contractual Prep\Agreement\24_0424 WAMS Palace HVAC Upgrades_Amendment No 01.docx

cc: Contract File

ACCEPTED FOR THE CITY OF WATERBURY, CT (CLIENT)

This proposal, when accepted, creates a fully integrated contract. This proposal may only be changed or modified in writing. There are no other terms, conditions, promises, understandings, statements or representations, expressed or implied, oral or written, concerning this proposal.

By: _____ Date: _____
AUTHORIZED REPRESENTATIVE

Printed Name & Title: _____

ESSER FUNDS
REQUEST FOR PURCHASES OF GOODS & SERVICES

Date: May 1, 2024

Vendor Name: $237,525 Original Contract Amount + **$12,760 Amendment #1** = $250,260 Total

Description: **Amendment #1** to the Contract for RFP #7249 for Architectural and Engineering Design Services for Assessment of Mechanical System Alternations (HVAC) for Waterbury Arts Magnet School and the Palace Theater with HF Lenz (VID#25218)

Total Amount of Requisition: Please increase PO 203238 Line 1 total to $250,260
(Please provide backup proposal/quote/or other documentation): Attached from HF Lenz dated 4/24/2024

Shipment Location: WAMS, Palace Theater

Contract Needed: Original contract dated 7/22/2022

****

FUNDING SOURCE
(Please Circle)

ESSER I **ESSER II** **ARP/ESSER III**

NOTE:

Comments to be printed on PO:
(If Needed):

****

Requested by:

Dave Heavener
Dave Heavener, KBE Building Corporation

2 May 24
Date:

Approval:

Nicholas J. Albini, Chief Operating Officer

Date:

Submit completed form to the SBO.

H.F. LENZ
ENGINEERING
H.F. Lenz Co. | 101 Centerpoint Dr, Suite 237 | Middletown, CT | 06457 | 860-316-2124

AMENDMENT TO THE LETTER OF AGREEMENT

Amendment No. 001 **Date: 04/24/2024**

TO: Mr. Dave Heavener
KBE Building Corporation
76 Batterson Park Road
Farmington, CT 06032

PROJECT: RFP 7249 - WAMS/Palace Mechanical System Alterations
HFL File No. 2022-6000.16

RE: Additional Services

This Amendment shall serve as written confirmation for Additional Services in connection with the above project. This document amends the original Professional Services Agreement between H.F. Lenz Company and The City of Waterbury, CT dated 07/22/2022.

This proposal is based upon the request to upgrade the existing domestic water heating system for Waterbury Arts Magnet School at 16 S. Elm Street, Waterbury, CT.

Mechanical scope of work to include specification of new heating hot water / domestic hot water heat exchanger, utilizing the new heating hot water boilers, and all primary pumps and piping to heat exchanger.

Electrical scope to include design of overcurrent protection and associated branch circuiting for primary pumps, secondary pumps, and all electrical appurtenances which support domestic water heating operations.

Plumbing scope of work to include specification of secondary pumps, piping, and appurtenances required to provide domestic hot water to existing branches within the boiler/chiller room of the school.

SCOPE OF SERVICES

1. Conduct a site visit to observe existing conditions as they relate to the performance of our services.
2. Prepare Construction Documents, which will be utilized by the contractor to prepare a PCO to the existing construction contract. The documents will also be utilized to construct the new domestic heating water delivery system. Construction documents will consist of demolition drawings (existing dual fuel domestic heater, utilizes gas and diesel fuel as source) and new work drawings.
3. Provide responses to RFI's and addenda during the PCO phase.
4. Provide responses to construction RFI's, addenda, and written comments on contractor prepared shop drawings and submittals.
5. Conduct a maximum of two (2) site visits during the construction phase. The purpose of these visits will be for responding to questions, observing work in place, preparing punch lists, etc.

Compensation for Additional Services:

The total requested compensation for the aforementioned task is a fixed fee of $12,760.

H.F. LENZ COMPANY

Scott A. Kraynak, P.E.
Project Engineer

H.F. LENZ COMPANY

Joel C. Shumaker, P.E.
Principal

I:\Projects\2022\226000\226000x16\Contractual Prep\Agreement\24_0424 WAMS Palace HVAC Upgrades_Amendment No 01.docx

cc: Contract File

ACCEPTED FOR THE CITY OF WATERBURY, CT (CLIENT)

This proposal, when accepted, creates a fully integrated contract. This proposal may only be changed or modified in writing. There are no other terms, conditions, promises, understandings, statements or representations, expressed or implied, oral or written, concerning this proposal.

By: _____ Date: _____
AUTHORIZED REPRESENTATIVE

Printed Name & Title: _____

WATERBURY
PUBLIC SCHOOLS

#9

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: May 13, 2024

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Amendment #5 to the Professional Services Agreement (RFP#7226) for Fitness Center Equipment, Installation and Training Replacement with Kingsley Enterprises, LLC

Kingsley Enterprises, LLC (Kingsley) was awarded a contract for Fitness Center Equipment, Installation and Training Replacement at all high schools and the alternative education programs (Crosby, Enlightenment, Kennedy, State Street, Waterbury Arts, Waterbury Career and Wilby) in the amount of $221,762. The contract was initiated under RFP #7226 with funds coming from the American Rescue Plan Act/Elementary and Secondary School Emergency Relief (ARP/ESSER) funds aligning with the grant's use of funds for renovations for Principal's needs.

- Amendment #1 provided for additional compensation of $41,276 associated with the purchase of additional fitness center equipment which was unavailable at the time of the original contract increasing the contract total to $263,038.
- Amendment #2 provided additional time for completion and extended the contract term to terminate on August 31, 2023.
- Amendment #3, adds an additional extension of time due to the renovation project at Crosby High School being delayed extending the contract term to March 31, 2023. The vendor stored the equipment due to the project delay charging a storage fee of $500 per month with a total fee not to exceed $3,500. Funding for storage came from the general fund.
- Amendment #4 extended the contract completion date to June 30, 2024 for additional time to deliver and install stored equipment due to an unexpected delay in construction redesign at Crosby High School. The vendor stored the equipment until project completion for a storage fee of $500 a month ($1,500 maximum).

For Amendment #5, the Education Department is requesting to extend the contract completion date to December 31, 2024 to allow for teacher training on the new fitness equipment. Final equipment installation will occur after the teachers final day of school on June 12, 2024, but before the expiration of the contract term of June 30, 2024. Teachers will be trained on equipment usage and maintenance which is consistent with the scope of the original agreement during four Professional Development days in August, October, November and December of 2024. Kingsley is in agreement with this schedule. The amendment is at no cost and all other contract terms remain unchanged.

Thank you for your consideration.

Fifth Amendment
to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7226
For
FITNESS CENTER EQUIPMENT, INSTALLATION AND TRAINING
Replacement
between
The City of Waterbury, Connecticut
and
Kingsley Enterprises, LLC

THIS FIFTH AMENDMENT ("Fifth Amendment") is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and KINGSLEY ENTERPRISES, LLC, D/B/A USEDFITNESSSALES.COM located at 235 East Main Street, Thomaston, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor") (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, the City and the Contractor entered into an Agreement, effective on September 13, 2022, for fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including delivery (the "Agreement" or "Contract"); and

WHEREAS, the City and the Contractor entered into an Amendment of this Agreement dated December 22, 2022, referred to as the First Amendment;

WHEREAS, the City and the Contractor entered into a Second Amendment to the Agreement, which Second Amendment was executed by Mayor Neil M. O'Leary on July 28, 2023;

WHEREAS, the City and the Contractor entered into a Third Amendment to the Agreement, which Third Amendment was executed by Mayor Neil M. O'Leary on September 8, 2023;

WHEREAS, the City and the Contractor entered into a Fourth Amendment to the Agreement, which Fourth Amendment was executed by Mayor Paul K. Pernerewski, Jr. on March 20, 2024;

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement for a fifth time to in order to extend the term of the agreement at no additional cost.

NOW THEREFORE, it is mutually agreed as follows:

l. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

5. Contract Time. The term of this Contract shall commence July 1, 2022, pending all necessary approvals, and terminate December 31, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Paul K. Pernerewski Jr., Mayor

Date:_____

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

KINGSLEY ENTERPRISES, LLC

By:_____

Its:_____

Date:_____

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Nicholas J. Albini, Chief Operating Officer

From: Kevin McCaffery, Director of Purchasing KM

Subject: Waiver Request – Amendment #5 to Professional Service Agreement with Kingsley Enterprises dba Used Fitness Sales for Fitness Center Equipment, Installation and Training (RFP #7226)

Date: May 10, 2024

I have reviewed the attached letter provided by Nicholas Albini, Chief Operating Officer, concerning the above amendment.

In my opinion, the following does apply per § 38.073 **AMENDMENTS TO CONTRACTS.**

(B) (1) The amendment is consistent with the scope of services of the original procurement.

(2) Soliciting qualifications, proposals or competitive bids for purchase would:

(a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with Kingsley Enterprises dba Used Fitness Sales.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

May 9, 2024

Mr. Kevin McCaffery, Director of Purchasing
Purchasing Department
236 Grand Street
Waterbury, Connecticut 06702

RE: Permission Request of Continuity for Amendment #5 to the Professional Services Agreement (RFP#7226) for Fitness Center Equipment, Installation and Training Replacement with Kingsley Enterprises, LLC

Dear Mr. McCaffery:

Kingsley Enterprises, LLC (Kingsley) was awarded a contract for Fitness Center Equipment, Installation and Training Replacement at all high schools and the alternative education programs (Crosby, Enlightenment, Kennedy, State Street, Waterbury Arts, Waterbury Career and Wilby) in the amount of $221,762. The contract was initiated under RFP #7226 with funds coming from the American Rescue Plan Act/Elementary and Secondary School Emergency Relief (ARP/ESSER) funds aligning with the grant's use of funds for renovations for Principal's needs.

Amendment #1 provided for additional compensation of $41,276 associated with the purchase of additional fitness center equipment which was unavailable at the time of the original contract, increasing the contract total to $263,038. Amendment #2 provided additional time for completion and extended the contract term to terminate on August 31, 2023. Amendment #3, provided additional extension of time to March 31, 2024 due to the renovation project at Crosby High School being delayed until the beginning of 2024. Kingsley stored the equipment until project completion for a storage fee of $500 a month ($3,500 maximum). Funding for equipment storage was procured through the General Fund. Amendment #4, extended the contract completion date to June 30, 2024 for additional time to deliver and install stored equipment due to an unexpected delay in construction redesign at Crosby High School.

For Amendment #5, the Education Department is requesting to extend the contract completion date to December 31, 2024 to allow for teacher training on the new fitness equipment. Final equipment installation will be occurring after the teachers final day of school on June 12, 2024, but before the expiration of the contract term of June 30, 2024. Teachers will be trained on equipment usage and maintenance which is consistent with the scope of the original agreement during four Professional Development days in August, October, November and December of 2024. Kingsley is in agreement with this schedule. The amendment is at no cost and all other contract terms remain unchanged.

The Education Department requests your written permission, as Director of Purchasing under §38.073 of the Waterbury Procurement Ordinance, to amend the above referenced contract as described above. If you need further information, we will be happy to provide. Thank you for your consideration.

Sincerely,

Nicholas John Albini
Chief Operating Officer

#10a

School Visitors Policy

The Waterbury Board of Education and staff welcome and strongly encourage parents/guardians, members of the community, and other interested persons to visit the schools. It is imperative to insure a safe and appropriate learning environment for our students.

The Superintendent of Schools shall establish regulations to:

1. Encourage school visitations.
2. Provide for appropriate hospitality for visitors.
3. Set forth District procedures and to require visitors and school personnel to follow those procedures.
4. Ensure that such visits will enhance educational programs and ensure student safety.

All school visitors shall register in the Main Office and may be accompanied by staff throughout their visit. Staff members should be alert for unauthorized visitors and report their presence to the Principal immediately should there be concerns about whether visitors may be unauthorized visitors.

Parents and community members are welcome to attend interscholastic athletic events and school sponsored student presentations or plays as well as any other Waterbury Board of Education sanctioned programs. However, it is the responsibility of the visitor to remain in the area of the activity and not to move about the building where classes or maintenance activities may be disrupted.

Any person who does not adhere to Board policies and procedures that pertain to school visitation, or is without appropriate reason or responsibility for student supervision, may be considered loitering on school grounds. A person is guilty of loitering on school grounds when he/she loiters or remains in or about a school building, or grounds, without a reason or relationship involving custody of, or responsibility for, a student or any other license or privilege to be there.

Legal Reference:
Connecticut General Statutes Section 53a-185: Loitering on school grounds, Class C misdemeanor

Policy adopted by the Waterbury Board of Education on July 31, 2013

School Visitors Regulations

Waterbury Public Schools, in an effort to encourage visitors to its schools while at the same time maintaining the students' and staffs' safety, privacy and security, and minimizing disruptions to educational programming, sets forth the following procedure to be followed for school visitors.

1. Any visitor who is not a District or City employee on official business, a State or Federal employee on official business, Board of Education Commissioner, or a student enrolled in the school, will be termed a "visitor" under Board Policy and is subject to the procedures set forth below. A visitor does not include those who attend a scheduled activity occurring on school grounds that is open to the general public.

2. Any visitor, as defined above, who wishes to ~~visit a school building, and /or~~ observe any instructional student program, including teaching and learning inside a classroom, must obtain prior written approval from the principal or other designated administrator, at least twenty-four (24) hours prior to the visit. Such requests ~~Requests to observe a class~~ shall be granted, unless, in the opinion of the principal or other designated administrator, the ~~such request(s)~~observation is not reasonable or would be disruptive to the educational process.

3. All visitors must directly report to the Main Office upon arrival, provide identification which will be kept by school staff during the visit (along with a photocopy to be kept in the student's cumulative file), and sign in where designated. Identification will be issued to the visitor which must be displayed at all times during the visit.

4. All visitors must provide to the principal or duly authorized administrator the reason for their visit, where the visit will take place and the anticipated length of the visit. Visitor meetings must take place in an administrative area designated by the principal or his/her designee unless otherwise agreed to by the principal or duly authorized administrator.

5. In the discretion of the principal or duly authorized administrator, any visitor may be required to submit to a background check and a sexual offender registry check in order to gain access into the school.

6. An escort for the visitor may be required by the principal or duly authorized administrator.

7. No visitor, except a law enforcement officer duly authorized by the Waterbury Police Department, and/or designated under State Statute 53a-217b (as amended by P.A. 16-55) is allowed to bring a weapon of any kind into any school in the District or on school grounds. Legal ref: 53a-217b Possession of a weapon on school grounds: Class D felony (as amended by P.A. 16-55).

8. In order to safeguard student privacy rights, no videotaping, photography or use of recording devices or electronic equipment including phones, is allowed by the visitor during the visit unless prior permission is given by the Superintendent and appropriate prior written consent of the student is obtained.

9. Visitors must follow all school rules and administrative directives and minimize disruptions of the school's learning environment. Visitors must not disturb the students, teachers or interrupt classes in any way.

School Visitors Regulations, continued

10. If a Visitor fails to abide by these procedures, school rules and administrative directives, the visitor will be asked to leave the premises or be subject to referral to the authorities and possibly precluded from future visits in the discretion of the principal or duly authorized administrator.

11. Visitors are on notice that they are subject to whatever surveillance exists at the school during their school visit.

12. An unauthorized visitor shall be guilty of loitering on school grounds when he/she loiters, or remains in or about a school building or grounds, without a reason or relationship involving the custody of, or responsibility for, a student, or for any other authorized activity, license, or privilege to be there.

13. The administration is authorized to file a trespassing complaint with the Waterbury Police Department, when appropriate or applicable.

Legal Reference:
Connecticut General Statues

53a-185 loitering in or about school grounds, Class C misdemeanor 7-148c7 (F)

53a-217b Possession of a weapon on school grounds: Class D felony. (as amended by P.A. 16-55)

P.A.16-55 An Act Concerning Recommendations by the Department of Motor Vehicles Regarding Hazardous Materials, Car Dealers, Student Transportation Vehicle Operators, Diversion Programs and Motor Vehicle Inspectors.

Regulations approved by the Waterbury Board of Education on July 31, 2013 and revised on June 15, 2017 REVISED DRAFT

#10b

The FBI considers departments of education and local school districts as "noncriminal justice agencies," which maintain criminal history record information (CHRI), a subset of criminal justice information (CJI). CHRI is defined as any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the deposition of any charges.

This information (CHRI) is maintained in a number of ways such as by hard copy in case files or file cabinets, or kept on email servers, individual desktops, and records management systems.

As a result, the FBI, in order to protect the privacy of the data made possible by the fingerprinting process in acquiring CJI, has established requirements for local school districts with which to comply. These requirements are detailed in the updated FBI CJIS Security Policy, Version 5.8.

The FBI CJIS Security Policy requires all noncriminal justice agencies, such as school districts, to designate a Terminal Agency Coordinator (TAC) and a Local Agency Security Officer (LASO).

In addition, there are requirements, including but not limited to, pertaining to the location in which the information is maintained, request and use of the criminal justice information (CJI), maintenance and safeguarding of CJI, disclosure of CJI by permitted individuals, security incident response, record retention, disposal and destruction of CJI and training requirements.

Policy Implications

This remains ~~an extremely difficult topic to determine the~~ a challenging and multi-faceted process requiring necessary actions school districts need to take.

The CABE Policy Department recommends districts revise existing policy #4112.5/4212.5, "Security Check/ Fingerprinting," and especially its accompanying administrative regulation. Existing policy #4112.5/4212.5, has been modified to include the following language, "Criminal Justice Information (CJI) is to be maintained in accordance with the administrative regulation pertaining to the use and disclosure of criminal justice information."

Federal Criminal History Record Information (CHRI) shall be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.

The physical protection policy can be part of your media protection policy or a policy on its own. Physical CHRI information is kept in secured/locked file cabinets and access is only granted to those authorized to view it. It is the policy of the Board to ensure CHRI and information system hardware, software, and media are physically protected through access control measures.

The administrative regulation, which accompanies this policy, therefore, has been updated to include a new section pertaining to the requirements of the FBI pertaining to criminal justice information.

This material follows for your consideration and use. It is strongly recommended in dealing with this topic, that the district's legal counsel be consulted.

April 2017
Revised July 2019
Revised April 2024

Security Check/Fingerprinting

In order to create a safe and orderly environment for students, all offers of employment will be conditional upon the successful outcome of a criminal record check. In addition, any person applying for employment with the Board shall submit to a record check of the Department of Children and Families (DCF) Child Abuse and Neglect Registry before the person may be hired.

> ***Note:*** *Applicants for all positions, certified or non-certified must submit to a check of Department of Children and Families Child Abuse and Neglect Registry.*

Applicants, as required, shall make disclosures containing (1) current and past employers' contact information; (2) authorization allowing contact with such employers; and (3) statements about any past misconduct, discipline, or licensure penalties as a result of sexual misconduct or abuse allegations.

The District, prior to hiring such applicants, applicants, will (1) ensure that they complete the above stated three requirements; (2) review applicants' employment history after making a documented, good faith effort to contact previous employers for information; and (3) request any available information about applicants from SDE.

The background/reference checks shall be done in compliance with the statutory guidelines contained in Board policy #4112.51/4212.51, as ~~amended.~~ updated in 2019.

District employees shall within 30 days after they are hired submit to state and national criminal checks. District students employed by the school system are exempted from this requirement.

Workers placed in a school under a public assistance employment program shall also submit to the criminal check if such individuals will have direct contact with students.

School nurses and nurse practitioners appointed by the Board or under contract with the Board shall also submit to a criminal history check ~~pursuant to C.G.S. 29-17a~~.

Student teachers placed in District schools as part of completing preparation requirements for the issuance of an educator certificate shall also be required to undergo the same criminal background checks and DCF child abuse and neglect registry check already required for school employees.

A District student, employed by the District or a person employed by the Board as a teacher for a non-credit adult class or adult education activity (as defined in C.G.S. 10-67) who is not required to hold a teaching certificate, pursuant to C.G.S. 10-145b, as amended by PA 18-51, is exempt from the fingerprinting requirement.

Criminal Justice Information (CJI) is to be maintained in accordance with the administrative regulation pertaining to the use and disclosure of criminal justice information.

Security Check/Fingerprinting, continued

(cf. 4112.51/4212.51 - Employment/Reference Checks)

Legal Reference: Connecticut General Statutes

10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93, PA 16-67, PA 18-51 and PA 19-91)

17a-101k Registry of findings of abuse or neglect of children maintained by Commissioner of Children and Families. Notice of finding of abuse or neglect of child. Appeal of finding. Hearing procedure. Appeal after hearing. Confidentiality. Regulations.

29-17a Criminal history checks. Procedure. Fees.

PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records

Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.

Policy adopted by the Waterbury Board of Education on October 17, 2019

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures)

Purpose

The Board of Education's (Board) intent of this policy is to ensure the protection of the Criminal Justice Information (CJI) and its subset of Criminal History Record Information (CHRI) until the information is purged or destroyed in accordance with applicable record retention rules.

This policy is based upon the FBI's Criminal Justice Information Services (CJIS) Security Policy. The Board considers the FBI CJIS Security Policy as the minimum standard. This Board policy may augment, or increase the standards, but shall not detract from the CJIS Security Policy standards.

Scope

This policy applies to any electronic or physical media containing FBI CJI while being stored, accessed or physically moved from a secure location within the District. This policy applies to any authorized person who accesses, stores, and/or transports electronic or physical media.

Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)

CJI refers to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

CHRI is a subset of CJI and for the purposes of this policy is considered interchangeable. Due to its comparatively sensitive nature, additional controls are required for the access, use and dissemination of CHRI. In addition to the dissemination restrictions outlined below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI.

Proper Access, Use, and Dissemination of CHRI

Information obtained from the Interstate Identification Index (III) is considered CHRI. Rules governing the access, use, and dissemination of CHRI are found in Title 28, Part 20, CFR. The III shall be accessed only for an authorized purpose.

Further, CHRI shall only be used for an authorized purpose consistent with the purpose for which III was accessed. Dissemination to another agency is authorized if (a) the other agency is an Authorized Recipient of such information and is being serviced by the accessing agency, or (b) the other agency is performing noncriminal justice administrative functions on behalf of the authorized recipient and the outsourcing of said functions has been approved by appropriate CJIS Systems Agency (CSA) or State Identification Bureau (SIB) officials with applicable agreements in place.

Personnel Security Screening

Access to CJI and/or CHRI is restricted to authorized personnel. Authorized personnel is defined as an individual or group of individuals, appropriately vetted through a national fingerprint-based record check and granted access to CJI data. Agencies, including school districts, located within states with legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to CHRI for the purposes of licensing or employment shall submit a fingerprint-based record check within 30 days of employment or assignment on all personnel

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued

with those who have direct access to CJI, those who have direct responsibility to configure and maintain computer systems and networks with direct access to CJI, and any persons with access to physically secure locations or controlled areas containing CJI.

Security Awareness Training
Basic security awareness training is required, within six months of initial assignment, and biennially thereafter, for all personnel with access to CJI.

Physical Security
A "physically secure location" is a facility or an area, room, or group of rooms within a facility with sufficient physical and personnel security controls to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls.

Only authorized personnel shall access physically secure non-public locations. The District will maintain a current list of authorized personnel. All physical access points into the District's secure areas will be authorized before granting access. The District will implement access controls and monitor physically secure areas to protect all transmission and display mediums of CJI. Authorized personnel will take necessary steps to prevent and protect the District from physical, logical and electronic breaches.

Media Protection
Controls shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CJI.

The District shall securely store electronic and physical media within physically secure locations or controlled areas. The District restricts access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data shall be encrypted per Section 5.10.1.2.

Media Transport
Controls shall protect electronic and physical media containing CJI while in transport (physically moved from one location to another) to prevent inadvertent or inappropriate disclosure and use. The District shall protect and control electronic and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel.

Media Sanitization and Disposal
When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, print-outs, and other similar items used to process, store and/or transmit FBI CJI shall be properly disposed of in accordance with measures established by the District.

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued

One of the following methods shall dispose of physical media (printouts and other physical media):

1. Shredding using District issued shredders;
1. Placed in locked shredding bins for private contractor to come on-site and shred, witnessed by District personnel throughout the entire process;
2. Incineration using District incinerators or witnessed by District personnel onsite at District or at contractor incineration site, if conducted by non-authorized personnel.

Electronic media (hard-drives, tape cartridge, CDs, printer ribbons, flash drives, printer and copier hard-drives, etc.) shall be disposed of by one of the following District methods:

0. *Overwriting* (at least 3 times) – an effective method of clearing data from magnetic media. Overwriting uses a program to write (1's, 0's, or a combination of both) onto the location of the media where the file to be sanitized is located.
0. *Degaussing* – a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Common magnets are weak and shall not be used to degauss magnetic media.
0. *Destruction* – a method of destroying magnetic media. Destruction of magnetic media is to physically dismantle by methods of crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be pulled.

IT systems that have been used to process, store, or transmit FBI CJI and/or sensitive and classified information shall not be released from the District's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

Account Management

The District shall manage information system accounts, including establishing, activating, modifying, reviewing, disabling, and removing accounts. The District shall validate information system accounts at least annually and shall document the validation process.

All accounts shall be reviewed at least annually by the designated CJIS point of contact (POC) or his/her designee to ensure that access and account privileges are commensurate with job functions, need-to-know, and employment status on systems that contain Criminal Justice Information. The POC may also conduct periodic reviews.

Remote Access

The District shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access is any temporary access to the District's information system by a user (or an information system) communicating temporarily through an external, non-District controlled network (e.g., the Internet).

The District shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The District shall control all remote accesses through managed access control points. The District may permit remote access for privileged functions only for compelling operational needs, but shall document the rationale for such access in the security plan for the information system.

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued

Utilizing publicly accessible computers to access, process, store or transmit CJI is prohibited. Publicly accessible computers include but are not limited to hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

Personally Owned Information Systems

A personally owned information system is not authorized to access, process, store or transmit CJI unless the District has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes any portable technology like camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards and mobile wireless devices such as Androids, Blackberry OS, Apple iOS, Windows Mobile, Symbian, tablets, laptops or any personal desktop computer.

Reporting Information Security Events

The District shall promptly report incident information to appropriate authorities to include the state CSA or SIB's Information Security Officer (ISO). Information security events and weaknesses associated with information systems shall be communicated to allow for timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the District shall employ automated mechanisms to assist in the reporting of security incidents. All employees, contractors and third party users shall be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of agency assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

Policy Violation/Misuse Notification

Violation of any of the requirements contained in this CJIS Security Policy or Title 28, Part 20, CFR, by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and/or termination.

Likewise, violation of any of the requirements contained in the CJIS Security Policy or Title 28, Part 20, CFR, by any visitor can result in similar disciplinary action against the sponsoring employee, and can result in termination of services with any associated consulting organization or prosecution in the case of criminal activity.

Personnel – Certified/Non-Certified

R4112.5(a)
4212.5(a)

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction

The following administrative regulations are developed to ensure Criminal Justice Information compliance:

Relevant Acronym Key

CJI/CJIS	**Criminal Justice Information/Services**
CJA	**Criminal Justice Agency**
CSA	**CJIS Systems Agencies**
CSO	**CJIS Systems Officer**
CGA	**Contracting Government Agency**
AC	**Agency Coordinator**
CSA ISO	**CJIS Systems Agency Information Security Officer**
LASO	**Local Agency Security Officer**
FBI CJIS ISO	**FBI CJIS Division Information Security Officer**
CJI	**Criminal Justice Information**
CHRI	**Criminal History Record Information**
PII	**Personally Identifiable Information**
TAC	**Terminal Agency Coordinator**
COLLECT CJBAU	**CT On-Line Law Enforcement Communications Teleprocessing Criminal Justice Business Applications Unit**

Purpose

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for hiring personnel for employment in the Waterbury Public School District.

The following policies were developed using the FBI's Criminal Justice Information Services (CJIS) Security Policy. While the Waterbury Public School District may complement CJIS policy with local requirements, CJIS policy shall always be the minimum standard. The local policy may augment or increase the standards but shall not detract from the CJIS Security Policy Standards.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)

CJI is the term used to refer to all of the FBI CJIS-provided data necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.

CHRI is a subset of CJI and is considered interchangeable for purposes of this document. Due to its comparatively sensitive nature, additional controls are required for the access, use and dissemination of CHRI. In addition to the dissemination restrictions outed below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI

Requesting CHRI Checks

Fingerprint-based CHRI checks will only be conducted as authorized by the FBI and the Connecticut Department of Emergency Services and Public Protection – COLLECT CJBAU, in accordance with all applicable state and federal rules and regulations.

If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, they shall be informed of this requirement and instructed on how to comply with the law. Such instructions will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Acceptable Use of CHRI

All CHRI is subject to strict state and federal rules and regulations. CHRI is used only for the official purpose for which it was requested, and CHRI cannot be shared with other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the COLLECT CJBAU (Connecticut On-Line Law Enforcement Communications Teleprocessing/Criminal Justice Business Applications Unit) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Furthermore, the Waterbury Public School District and the employee responsible for overseeing CJI can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Personnel Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI for the Waterbury Public School District will review and become familiar with educational and relevant training materials regarding CHRI laws and regulations made available by the appropriate agencies.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on a biennial basis. This training will be accomplished using the training provided by CJIS Online.

The Superintendent or designee will be responsible for overseeing all training programs and adherence to all training requirements.

Personnel Security (All Personnel)

All personnel requiring access to CHRI must first be deemed "Authorized Personnel" by the Superintendent or designee. The COLLECT CJBAU will review and determine if access is appropriate. Access is denied if the individual has ever had a felony conviction of any kind, no matter when it occurred. Access may be denied if the individual has one or more recent misdemeanor convictions.

In addition to the above, an individual believed to be a fugitive from justice or having an arrest history without convictions will be reviewed to determine if access to CHRI is appropriate. The COLLECT CJBAU will take into consideration extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance.

Persons already having access to CHRI and who are subsequently arrested and/or convicted of a crime will:

1. Have their access to CHRI suspended until the outcome of an arrest is determined and reviewed by the COLLECT CJBAU to determine if continued access is appropriate;
2. Have their access suspended indefinitely if a conviction results in a felony of any kind;
3. Have their access denied by the COLLECT CJBAU, where it is determined that access to CHRI by the person would not be in the public's best interest.

Support personnel, contractors, and custodial workers will be denied access to CHRI. If such persons need to be in an area (s) where CHRI is maintained or processed (at rest or in transit), they will be escorted by authorized personnel or under their supervision at all times while in the area(s).

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Personnel Termination

The Local Agency Security Officer (LASO) shall terminate access to CHRI immediately upon notification of an individual's termination of employment.

The Waterbury Public School District shall follow the following CHRI termination process:

1. Notification will be sent via email to the COLLECT CJBAU;
2. This is to be done within 24 hours of receiving notification of termination;
3. All keys, email accounts, and other district accounts and materials identified by the Superintendent or designee. will be obtained/disabled from the user within 24 hours.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the Waterbury Public School District will take the following steps prior to making a final adverse determination:

1. Provide the individual the opportunity to complete or challenge the accuracy of his/her/their CHRI; and
2. Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable fifteen-day period (15) to correct or complete the CHRI.

Terminal Agency Coordinator (TAC)

The Waterbury Public School District TAC is responsible for the following:

1. Maintaining an updated Authorized Personnel List on file with the COLLECT CJBAU.
    a. Ensuring everyone included on this list must undergo the appropriate level of CJIS Security Awareness Training;
    b. Ensuring everyone included on the list has appropriate access based on job functions and a need-to-know basis.
2. Inform the COLLECT CJBAU of changes in the agency head or any relevant business information (agency name changes, mailing/physical address changes, etc.).
    a. Contact the COLLECT CJBAU immediately to update the User Agreement and, if necessary, submit the new authorization to the COLLECT CJBAU;
    b. Submit a TAC change form to the COLLECT CJBAU in the event of a change in roles.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Local Agency Security Officer (LASO)

The Waterbury Public School District LASO is responsible for the following:

1. Identifying who is using or accessing CHRI and/or systems with access to CHRI;
2. Ensuring that personnel security screening procedures are being followed as stated in this policy.
3. Ensuring the approved and appropriate security measures are in place and working as expected.

Storage of CHRI

CHRI shall only be stored for extended periods of time when necessary to ensure the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which comply with the most recent COLLECT CJBAU and FBI Security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to become familiarized with these safeguards.

In addition to the above, each individual involved in handling CHRI will strictly adhere to the policy on its storage and destruction.

Media/Physical Protection

All media containing CHRI must be protected and secured at all times. The following is established and to be implemented to ensure the appropriate security, handling, transporting, and storage of CHRI media in all forms.

Controls shall be in place to protect electronic and physical media containing CHRI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CHRI.

The District shall securely store electronic and physical media within physically secure locations or controlled areas and restrict access to electronic and physical media to only authorized individuals. If physical and personnel restrictions are not feasible, the data shall be encrypted per Section 5.10.1.2.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Physical Storage and Access

Physical CHRI media shall be securely stored within physically secured locations or controlled areas. A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

Only authorized personnel will have access to physically secure non-public locations. The Superintendent or designee will maintain and keep a list of authorized personnel. Before granting access, all physical access points into the District's secure areas will be authorized. The Superintendent or designee will implement access controls and monitor physically secure areas to protect all transmission and display mediums of CJI.

Authorized personnel will take necessary steps to prevent and protect the agency from physical, logical, and electronic breaches.

Physical CHRI media:

1. Is to be stored within employee records when feasible or by itself when necessary.
2. Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

Electronic CHRI media:

1. Is to be stored on secure servers within a physically secure location when feasible.
2. (Include details on how electronic CHRI is secured.)

Destruction of CHRI

Disposal of Physical Media

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by the District, it shall be destroyed and disposed of appropriately. Physical CHRI media shall be destroyed by cross-cut shredding or incineration. The Superintendent or designee will ensure such destruction is witnessed or carried out by authorized personnel:

1. The LASO shall witness or conduct disposal
2. Cross-cut shredding will be the method of destruction used by the District.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Destruction of CHRI

Media Sanitization and Disposal (Disposal of Electronic Media)

Once the District determines that electronic CHRI media (data stored on computers) are no longer needed, they shall be destroyed and disposed of appropriately.

The Waterbury Public School District shall choose one of the following options below to use in destruction of CHRI:

Option 1: Overwriting

Overwriting involves a program writing onto the media where the file to be sanitized is located. The NCJA will sanitize the electronic CHRI by overwriting the data at least three times before disposing of or reusing the computer/device/system on which it was stored. Overwriting the CHRI data must be completed or witnessed by authorized district personnel.

Option 2: Degaussing

Degaussing is a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Note that common magnets are weak and cannot effectively degauss magnetic media. The NCJA will degauss the electronic CHRI prior to disposing of or reusing the computer/device/system on which the electronic CHRI was stored. Degaussing the CHRI data must be completed or witnessed by authorized district personnel. (Degaussing means neutralizing a magnetic field to erase information from a magnetic disk or other storage device.)

Option 3: Destruction

If the computer/device on which the CHRI data is stored is no longer operational, The NCJA must physically destroy the device. Destruction of the device containing physical electronic CHRI, including printouts and other media, shall be disposed of.

Remote Access

The Superintendent or designee shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access means any temporary access to an agency's information system by a user or information system communicating temporarily through an external, non-district-controlled network, such as the Internet.

The District shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The Superintendent or designee shall control all remote access through managed access control points and may permit remote access for privileged functions only for compelling operational needs. However, this person shall document the rationale for such access in the security plan for the information system.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Destruction of CHRI (continued)

Remote Access (continued)

It is prohibited to use publicly accessible computers to access, process, store, or transmit CJI. Publicly accessible computers include but are not limited to, hotel business center computers, convention center computers, public library computers, and public kiosk computers.

Personally Owned Information Systems

A personally owned information system shall not be authorized to access, process, store or transmit CJI unless the agency has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes portable technology like a camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards, mobile wireless devices, or any personal desktop computer. When bringing your own devices are authorized, they shall be controlled using the requirements in Section 5.13 of the CJIS Security Policy.

Disciplinary

If an individual employed by the Waterbury Public School District has misused or is currently misusing CHRI, the following requirements will be adhered to:

1. Using CHRI for any purpose other than what is allowed by state statute or Federal code is considered misuse.
2. The appropriate city entity (Human Resources or Human Capital) will determine appropriate disciplinary action.
3. Misuse of CHRI can result in loss of access to CHRI, loss of employment, and/or criminal prosecution.
4. Misuse of CHRI shall be reported to the State.

Incident Response

The security of information and systems in general, and of CHRI in particular, is a top priority for the Waterbury Public School District. Therefore, the District has established appropriate operational incident response procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents that pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Incident Response (continued)

The following security incident handling procedures must be followed by each individual:

1. All incidents will be reported directly to the LASO.
2. If any records are stolen, the incident will also be reported to appropriate authorities.
3. Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy of the District

In addition to the above, the LASO shall report all security-related incidents to the COLLECT CJBAU within 24 hours.

All District personnel with access to FBI and/or COLLECT CJBAU CHRI have a duty to protect the system and related systems from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the information. All existing laws, District regulations, and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

The Superintendent or designee shall ensure that all staff members are aware of this policy and that those responsible for implementation and oversight receive adequate training and updates.

(cf. 4112.51/4212.51 - Employment/Reference Checks)

Legal Reference: Connecticut General Statutes

10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93 and PA 16-67)

17a-101k Registry of findings of abuse or neglect of children maintained by Commissioner of Children and Families. Notice of finding of abuse or neglect of child. Appeal of finding. Hearing procedure. Appeal after hearing. Confidentiality. Regulations.

29-17a Criminal history checks. Procedure. Fees.

PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records.

PA 16-83 An Act Concerning Fair Chance Employment

Criminal Justice Information Services (CJIS) Security Plan, Version 5.8, 06/01/2019 Prepared by CJIS Information Officer Approved by CJIS Advisory Policy Board

~~PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records~~

~~Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.~~

~~CJIS Security Policy~~

~~Title 28 C.F.R. Part 20~~

Policy adopted by the Waterbury Board of Education on June 15, 2017

#10d

Admission

The Board of Education (Board) recognizes the statutory right of children residing in the District to be enrolled in school if residency and age are confirmed. However, homeless students shall not be required to show residency.

In accordance with Connecticut General Statute 10-186, the Board of Education shall provide education for all persons, residing in the District, five years of age and over, who reach age five on or before the first day of **September (effective July 1, 2024)** of any school year, and under twenty-one (age twenty-two for special education students) who is not a graduate of a high school or vocational school, except as provided in Connecticut General Statutes 10-233c and 10-233d. ~~District schools shall be open to all children five years of age and over who reside in the district and reach the age five on or before the first day of January of any school year.~~ Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin, sexual orientation, or gender identity or expression. Students who are classified as homeless under federal law or an unaccompanied youth, as described in 42 USC 11434a, and therefore do not have a fixed residence, will be admitted pursuant to federal law and policy 5118.1.

The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by September 1st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by September 1st of any school year. ~~The parent or person with legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age. The parent or person with legal guardianship a child six years of age shall have the option of not sending the child to school until the child is seven years of age.~~

The parent or person with legal guardianship shall exercise such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person with legal guardianship with information on the educational opportunities available in the school system.

All resident children under the age of twenty-one who have not obtained a high school diploma are entitled to attend a District school. The parent or person with legal guardianship of any child who is denied admission to the district's schools, or an unaccompanied minor, a student eighteen years of age or older, a homeless child or youth or an unaccompanied youth who is denied schooling on the basis of residency, or an agent or officer charged with the enforcement of the laws concerning attendance at school may request, in writing, a hearing by the Board of Education.

According to Connecticut General Statute 10-76d (b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

Admission, *continued*

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Other documents that may be accepted as proof of a child's age include, but are not limited to, a photocopy of a birth certificate, earlier school records, state-issued identification document, driver's license or passport, parent's affidavit or unsworn statement as to a child's age, physician's certificate verifying a child's age or immunization records.

Completion of immunization and health assessment requirements are required prior to a child's attendance in school, but are not considered as pre-requisites for enrolling a child who resides in the District and is of appropriate age to attend school. If the parents or guardians of any children are unable to pay for such immunizations, the expense of such immunizations shall, on the recommendation of the Board, be paid by the town. A school district may not deny enrollment of a child if his/her parent/guardian refuses to provide a social security number.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation.

The enrollment process shall be focused on obtaining only the information deemed necessary to establish residency and age. The District shall not request other information as a condition of enrollment or state in its policies or on its websites or otherwise, that other information is required to enroll children. The District shall immediately enroll a homeless child and allow such student to attend school even if the student is unable to produce records normally required for enrollment. Additional data collection may occur, but it must be complete in such a manner that does not interfere with the enrollment of a child in school.

The District, when determining residency, shall not request documentation for citizenship or immigration status of a child or the child's parents/guardians. The Board believes such documentation is not relevant to establishing residency.

In the establishment of residency, the Board will accept such documentation, but not limited to, a lease agreement, mortgage document, property tax record, rent receipt, home owners insurance, rental insurance, current utility bill, current proof of government benefits, CT driver's license automobile registration or insurance. An Affidavit of Residence, properly executed, shall also be acceptable.

In order to determine a child's eligibility for ESL or bilingual programs, parents/guardians of all new students enrolling for the first time and all re-enrolling students who have previously attended a Connecticut public school must complete a Home Language Survey (HLS) at the time of enrollment. A student may also take a screening exam. Neither the survey nor the exam are conditions of enrollment.

Any child entering or returning to the district from placement in a juvenile detention school, the Connecticut Juvenile Training School, or any other residential placement, shall have the educational records of such child provided to the Superintendent of Schools by the Department

Admission, *continued*

of Children and Families (DCF) and the Judicial Department. Such information will be shared with the Principal of the school to which the student is assigned. The Principal can disclose them to the staff who teach or care for the child.

The District will immediately enroll any student who transfers from Unified District No. 1 or Unified District No 2. A student transferring from the Unified School Districts who had previously attended school in the local District shall be enrolled in the school such student previously attended, provided such school has the appropriate grade level for the student.

The parent or person with legal guardianship of a child seventeen years of age may consent to such child's withdrawal from school. The parent or person with legal guardianship of a child seventeen years of age shall exercise this option by personally appearing at the school district office to sign a withdrawal form. Such withdrawal form shall include an attestation from a school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community.

Children who have attained the age of seventeen and who have terminated enrollment in the district's schools with parental permission as described previously and subsequently seeks readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to a district school not later than ten days after such termination. In such case the child will be provided school accommodations not later than three days after the requested readmission.

Note: *When a student is enrolling in a new school district or new state charter school, written notification of such enrollment shall be provided to the previous school district or charter school not later than two business days after the student enrolls*.

Children who apply for initial admission to the district's schools by transfer from nonpublic schools or from schools outside the district will be placed at the grade they would have reached elsewhere pending assessment and evaluation by building staff. After such assessments and evaluations have been completed, the District will determine the final grade placement of the child(ren).

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

(cf. 0521 - Nondiscrimination)
(cf. 5118.1 - Homeless Students)
(cf. 6171 - Special Education)
(cf. 5112 - Ages of Attendance)
(cf. 5141 - Student Health Services)
(cf. 6146 - Graduation Requirements)

Admission, *continued*

Legal Reference: Connecticut General Statutes
4-176e to 4-180a Agency hearings.
4-181a Contested cases. Reconsideration. Modifications.
10-15 Towns to maintain schools
10-15c Discrimination in public schools prohibited. School attendance by five-year olds, as amended by PA 97-247.
10-76a - 10-76g re special education.
10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) - as amended by PA 98-243, PA 00-157 and PA 09-6 (September Special Session) and PA 18-15.
10-186 Duties of local and regional boards of education re school attendance. Hearings. Appeals to state board. Establishment of hearing board. Readmission, (as amended by P.A. 19-179)
10-220h Transfer of student records, as amended.
P.A. 11-115 An Act Concerning Juvenile Reentry and Education.
P.A. 19-179 An Act Concerning Homeless Students' Access to Education.
10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.
10-233c Suspension of pupils.
10-233d Expulsion of pupils.
10-233k Notification of school officials of potentially dangerous students. (as amended by PA 01-176)
10-261 Definitions.
State Board of Education Regulations
10-76a-1 General definitions (c) (d) (q) (t)
10-76d-7 Admission of student requiring special education (referral)
10-204a Required immunizations (as amended by PA 98-243)
"Guidance for Connecticut School Districts: Enrollment Process and Practice," State Department of Education, December 2019.
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.
Plyler vs. Doe, 457 U.S. 202 (1982)

Policy adopted by the Waterbury Board of Education on February 20, 2020 and revised on November 19, 2020

Ages of Attendance

In accordance with Connecticut General Statute 10-186, the Board of Education shall provide education for all persons, residing in the District, five years of age and over, who reach age five on or before the first day of **September (effective July 1, 2024)** of any school year, and under twenty-one (age twenty-two for special education students) who is not a graduate of a high school or vocational school, except as provided in Connecticut General Statutes 10-233c and 10-233d. ~~District schools shall be open to all children five years of age and over who reside in the district and reach the age of five by December 31st of any school year.~~ Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin sexual orientation, or gender identity or expression.

Parents and those who have the care of children age five to eighteen years of age inclusive are obligated by Connecticut law to require their children to attend public day school or its equivalent in the district in which such child resides, unless such child is a high school graduate or the parent or person having control of such child is able to show that the child is elsewhere receiving equivalent instruction in the studies taught in the public schools. Students under age eighteen are subject to mandatory attendance laws unless they are at least seventeen and their parent/guardian, or other person having guardianship of the child, consents to such child's removal from school. The parent or person shall exercise this option by personally appearing at the school to sign a withdrawal form. Such withdrawal form shall include an attestation from a school counselor or school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community. If a child is eighteen years of age or older, he/she is not required to attend school.

The enrollment process shall be focused on obtaining only the information deemed necessary to establish residency and age. The District shall not request other information as a condition of enrollment or state in its policies or on its websites or otherwise, that other information is required to enroll children. The District shall immediately enroll a homeless child and allow such student to attend school even if the student is unable to produced records normally required for enrollment. Additional data collection may occur, but it must be complete in such a manner that does not interfere with the enrollment of a child in school.

The District, when determining residency, shall not request documentation of citizenship or immigration status of a child or the child's parents/guardians. The Board believes such documentation is not relevant to establishing residency.

In the establishment of residency, the Board will accept such documentation as, but not limited to, a lease agreement, mortgage document, property tax record rent receipt, home owners insurance, rental insurance, current utility bill, current proof of government benefits, CT driver's license, automobile registration or insurance. An Affidavit of Residence, properly executed, shall also be acceptable.

For purposes of establishing the residency of a child whose legal guardian is a member of the armed forces, as defined in C.G.S. 27-103, and who is seeking enrollment in a district school, in which such child is not yet a resident, the Board shall accept the military orders directing such member to Connecticut or any other documents from the armed forces indicating the transfer of such member to Connecticut as proof of residency in the district.

***Ages of Attendance*, continued**

~~The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by December 31st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by December 31st of any school year~~. The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by September 1st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by September 1st of any school year. The parent or person having legal guardianship shall exercise such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person having legal guardianship with information on the educational opportunities available in the school system.

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Proof of domicile will also be requested.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation. The District shall immediately enroll a homeless student and allow such student to attend school even if the student is unable to produce records normally required for enrollment.

The parent/guardian of any child who is denied admission to school, or an emancipated minor, a student eighteen years of age or older, a homeless child or youth, or an unaccompanied youth who is denied schooling, or an agent or officer charged with the enforcement of attendance laws may request, in writing, a hearing by the Board of Education. Such hearing may be conducted by the entire Board of Education, or by a subcommittee of three Board members, or by a local impartial hearing Board of one or more persons not members of the Board of Education.

Children who have attained the age of seventeen and who have voluntarily terminated enrollment in the district's schools and subsequently seek readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to the District not later than ten (10) school days after such termination in which case the Board shall provide school accommodations to such child not later than three school days after such child seeks readmission.

Early Admission

Parents/guardians must make a formal request for early admission no later than ~~June 1~~May 1st of the calendar year in which the child would be admitted to the school. Since research on early admission to kindergarten has demonstrated that it is a "high risk" decision, only those children who have attained their ~~fourth~~ fifth birthday between ~~January 1st~~September 2nd and ~~June 30th~~December 31st will be considered for early admission. The student being considered for early admission must exhibit evidence of advanced (typically two standard deviations above the mean) intelligence and adaptive behavior from a standardized assessment administered in the district.

Ages of Attendance, continued

Such testing shall guide the Superintendent or his/her designee in the acceptance or rejection of the request. The programmatic decision of the Superintendent or his/her designee in such instances shall be final.

Provisions for Special Education

According to Connecticut General Statute 1-76d(b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

Alternative School Placement

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

(cf. 5111 – Admission Placement) (cf. 5118.1 – Homeless Students) (cf. 5118.3 – Children in Foster Care)
(cf. 5112 – Ages of Attendance) (cf. 6146 – Graduation Requirements

Legal Reference: Connecticut General Statutes

4-176e to 4-180a Agency hearings.

4-181a Contested cases. Reconsideration. Modifications.

10-15 Towns to maintain schools.

10-15c Discrimination in public schools prohibited. School attendance by five-year-olds.

10-76a - 10-76g re special education.

10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) as amended by PA 98-243, PA 00-157, PA 09-6 (September Special Session) and PA 18-15.

10-186 Duties of local and regional boards of education re school attendance. Hearings. (Amended by PA 19-179 An Act Concerning

Appeals to State Board. Establishment of hearing board.

21-86 An act Concerning the Enrollment of Children of Members of the Armed Forces in Public Schools and the Establishment of a Purple Star School Program

10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.

10-233c Suspension of pupils.

10-233d Expulsion of pupils.

10-261 Definitions.

State Board of Education Regulations

10-76a-1 General definitions (c) (d) (q) (t)

10-76d-7 Admission of student requiring special education (referral)

P.A. 19-179 An Act Concerning Homeless Students' Access to Education

"Guidance for Connecticut School Districts: Enrollment Process and Practice," State Department of Education, December 2019.

P.A. 21-86 An Act Concerning the Enrollment of Children of Members of the Armed Forces in Public Schools and the Establishment of a Purple Star School Program

10-204a Required immunizations (as amended by PA 98-243)

***Ages of Attendance*, continued**

McKinney-Vento Homeless Assistance Act (PL 107-110 Sec. 1032) 42 U.S.C. §11431-11435, as amended by the ESSA, P.L. 114-95

Federal Register: McKinney-Vento Education for Homeless Children & Youths Program, Vol. 81 No. 52, 3/17/2016.

Policy adopted by the Waterbury Board of Education on September 6, 2012,
revised on March 26, 2020, and revised on December 16, 2021

WATERBURY PUBLIC SCHOOLS

Committee Meeting Agenda/Minutes

Committee:	BOE Policy & Legislation Committee		
Location: Superintendent's Office Chase Building/Room 158 236 Grand Street	**Date of Meeting:** Monday June 3, 2024	**Start Time:** 5:30 p.m.	**Finish Time:**

Team Norms:

1. All meetings will start on time
2. All team members will agree to stay on specific agenda topics
3. A specific agenda will be set for all meeting

Commissioners Present:	Staff Present:

AGENDA			MINUTES
	Agenda Item	**Time Allotted**	• **Motion** • **Motion by/seconded by** • **Vote tally**
1.	Revised Policy #4112.5-Security Check/Fingerprinting ~ *Dr. Schwartz, N. Albini, D. Barry*		
2.	Revised Policy #4112.52-Security Check/Fingerprinting – Criminal History Record Information ~ *Dr. Schwartz, N. Albini, D. Barry*		
3.	Revised Policy #5111-Admission (PA23-208) ~ *Dr. Schwartz, J. Frenis*		
4.	Revised Policy #5112-Ages of Attendance (PA23-208) ~ *Dr. Schwartz, J. Frenis*		
5.	Revised Policy #6148-FAFSA Completion (PA23-204) ~ *Dr. Schwartz, N. Toucet*		
6.	Revised Policy #5145.5-Suicide Prevention-Intervention (PA23-167) ~ *Dr. Schwartz, W. Johns*		
7.	Revised Policy #1250-School Visitors ~ *Dr. Ruffin*		
8.	Revised Policy #5131.81-Electronic Device ~ *Dr. Schwartz, J. Gopie, et al.*		
9.	Policy #5114 Student Discipline – review and possible revisions		
10	Miscellaneous/Scheduling of next meeting ~ *Chair Brown*		
11.	Adjournment		

Additional notes/minutes:

Minutes prepared by:

#1 #2

The FBI considers departments of education and local school districts as "noncriminal justice agencies," which maintain criminal history record information (CHRI), a subset of criminal justice information (CJI). CHRI is defined as any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the deposition of any charges.

This information (CHRI) is maintained in a number of ways such as by hard copy in case files or file cabinets, or kept on email servers, individual desktops, and records management systems.

As a result, the FBI, in order to protect the privacy of the data made possible by the fingerprinting process in acquiring CJI, has established requirements for local school districts with which to comply. These requirements are detailed in the updated FBI CJIS Security Policy, Version 5.8.

The FBI CJIS Security Policy requires all noncriminal justice agencies, such as school districts, to designate a Terminal Agency Coordinator (TAC) and a Local Agency Security Officer (LASO).

In addition, there are requirements, including but not limited to, pertaining to the location in which the information is maintained, request and use of the criminal justice information (CJI), maintenance and safeguarding of CJI, disclosure of CJI by permitted individuals, security incident response, record retention, disposal and destruction of CJI and training requirements.

Policy Implications

This remains ~~an extremely difficult topic to determine the~~ a challenging and multi-faceted process requiring necessary actions school districts need to take.

The CABE Policy Department recommends districts revise existing policy #4112.5/4212.5, "Security Check/ Fingerprinting," and especially its accompanying administrative regulation. Existing policy #4112.5/4212.5, has been modified to include the following language, "Criminal Justice Information (CJI) is to be maintained in accordance with the administrative regulation pertaining to the use and disclosure of criminal justice information."

Federal Criminal History Record Information (CHRI) shall be used solely for the purpose requested and cannot be disseminated outside the receiving departments, related agencies, or other authorized entities.

The physical protection policy can be part of your media protection policy or a policy on its own. Physical CHRI information is kept in secured/locked file cabinets and access is only granted to those authorized to view it. It is the policy of the Board to ensure CHRI and information system hardware, software, and media are physically protected through access control measures.

The administrative regulation, which accompanies this policy, therefore, has been updated to include a new section pertaining to the requirements of the FBI pertaining to criminal justice information.

This material follows for your consideration and use. It is strongly recommended in dealing with this topic, that the district's legal counsel be consulted.

April 2017
Revised July 2019
Revised April 2024

Security Check/Fingerprinting

In order to create a safe and orderly environment for students, all offers of employment will be conditional upon the successful outcome of a criminal record check. In addition, any person applying for employment with the Board shall submit to a record check of the Department of Children and Families (DCF) Child Abuse and Neglect Registry before the person may be hired.

> ***Note:*** *Applicants for all positions, certified or non-certified must submit to a check of Department of Children and Families Child Abuse and Neglect Registry.*

Applicants, as required, shall make disclosures containing (1) current and past employers' contact information; (2) authorization allowing contact with such employers; and (3) statements about any past misconduct, discipline, or licensure penalties as a result of sexual misconduct or abuse allegations.

The District, prior to hiring such applicants, applicants, will (1) ensure that they complete the above stated three requirements; (2) review applicants' employment history after making a documented, good faith effort to contact previous employers for information; and (3) request any available information about applicants from SDE.

The background/reference checks shall be done in compliance with the statutory guidelines contained in Board policy #4112.51/4212.51, as ~~amended.~~updated in 2019.

District employees shall within 30 days after they are hired submit to state and national criminal checks. District students employed by the school system are exempted from this requirement.

Workers placed in a school under a public assistance employment program shall also submit to the criminal check if such individuals will have direct contact with students.

School nurses and nurse practitioners appointed by the Board or under contract with the Board shall also submit to a criminal history check ~~pursuant to C.G.S. 29-17a~~.

Student teachers placed in District schools as part of completing preparation requirements for the issuance of an educator certificate shall also be required to undergo the same criminal background checks and DCF child abuse and neglect registry check already required for school employees.

A District student, employed by the District or a person employed by the Board as a teacher for a non-credit adult class or adult education activity (as defined in C.G.S. 10-67) who is not required to hold a teaching certificate, pursuant to C.G.S. 10-145b, as amended by PA 18-51, is exempt from the fingerprinting requirement.

Criminal Justice Information (CJI) is to be maintained in accordance with the administrative regulation pertaining to the use and disclosure of criminal justice information.

Security Check/Fingerprinting, continued

(cf. 4112.51/4212.51 - Employment/Reference Checks)

Legal Reference: Connecticut General Statutes

10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93, PA 16-67, PA 18-51 and PA 19-91)

17a-101k Registry of findings of abuse or neglect of children maintained by Commissioner of Children and Families. Notice of finding of abuse or neglect of child. Appeal of finding. Hearing procedure. Appeal after hearing. Confidentiality. Regulations.

29-17a Criminal history checks. Procedure. Fees.

PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records

Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.

Policy adopted by the Waterbury Board of Education on October 17, 2019

#2

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures)

Purpose

The Board of Education's (Board) intent of this policy is to ensure the protection of the Criminal Justice Information (CJI) and its subset of Criminal History Record Information (CHRI) until the information is purged or destroyed in accordance with applicable record retention rules.

This policy is based upon the FBI's Criminal Justice Information Services (CJIS) Security Policy. The Board considers the FBI CJIS Security Policy as the minimum standard. This Board policy may augment, or increase the standards, but shall not detract from the CJIS Security Policy standards.

Scope

This policy applies to any electronic or physical media containing FBI CJI while being stored, accessed or physically moved from a secure location within the District. This policy applies to any authorized person who accesses, stores, and/or transports electronic or physical media.

Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)

CJI refers to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

CHRI is a subset of CJI and for the purposes of this policy is considered interchangeable. Due to its comparatively sensitive nature, additional controls are required for the access, use and dissemination of CHRI. In addition to the dissemination restrictions outlined below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI.

Proper Access, Use, and Dissemination of CHRI

Information obtained from the Interstate Identification Index (III) is considered CHRI. Rules governing the access, use, and dissemination of CHRI are found in Title 28, Part 20, CFR. The III shall be accessed only for an authorized purpose.

Further, CHRI shall only be used for an authorized purpose consistent with the purpose for which III was accessed. Dissemination to another agency is authorized if (a) the other agency is an Authorized Recipient of such information and is being serviced by the accessing agency, or (b) the other agency is performing noncriminal justice administrative functions on behalf of the authorized recipient and the outsourcing of said functions has been approved by appropriate CJIS Systems Agency (CSA) or State Identification Bureau (SIB) officials with applicable agreements in place.

Personnel Security Screening

Access to CJI and/or CHRI is restricted to authorized personnel. Authorized personnel is defined as an individual or group of individuals, appropriately vetted through a national fingerprint-based record check and granted access to CJI data. Agencies, including school districts, located within states with legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to CHRI for the purposes of licensing or employment shall submit a fingerprint-based record check within 30 days of employment or assignment on all personnel

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued

with those who have direct access to CJI, those who have direct responsibility to configure and maintain computer systems and networks with direct access to CJI, and any persons with access to physically secure locations or controlled areas containing CJI.

Security Awareness Training

Basic security awareness training is required, within six months of initial assignment, and biennially thereafter, for all personnel with access to CJI.

Physical Security

A "physically secure location" is a facility or an area, room, or group of rooms within a facility with sufficient physical and personnel security controls to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls.

Only authorized personnel shall access physically secure non-public locations. The District will maintain a current list of authorized personnel. All physical access points into the District's secure areas will be authorized before granting access. The District will implement access controls and monitor physically secure areas to protect all transmission and display mediums of CJI. Authorized personnel will take necessary steps to prevent and protect the District from physical, logical and electronic breaches.

Media Protection

Controls shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CJI.

The District shall securely store electronic and physical media within physically secure locations or controlled areas. The District restricts access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data shall be encrypted per Section 5.10.1.2.

Media Transport

Controls shall protect electronic and physical media containing CJI while in transport (physically moved from one location to another) to prevent inadvertent or inappropriate disclosure and use. The District shall protect and control electronic and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel.

Media Sanitization and Disposal

When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, print-outs, and other similar items used to process, store and/or transmit FBI CJI shall be properly disposed of in accordance with measures established by the District.

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued

One of the following methods shall dispose of physical media (printouts and other physical media):

1. Shredding using District issued shredders;
1. Placed in locked shredding bins for private contractor to come on-site and shred, witnessed by District personnel throughout the entire process;
2. Incineration using District incinerators or witnessed by District personnel onsite at District or at contractor incineration site, if conducted by non-authorized personnel.

Electronic media (hard-drives, tape cartridge, CDs, printer ribbons, flash drives, printer and copier hard-drives, etc.) shall be disposed of by one of the following District methods:

0. *Overwriting* (at least 3 times) – an effective method of clearing data from magnetic media. Overwriting uses a program to write (1's, 0's, or a combination of both) onto the location of the media where the file to be sanitized is located.
0. *Degaussing* – a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Common magnets are weak and shall not be used to degauss magnetic media.
0. *Destruction* – a method of destroying magnetic media. Destruction of magnetic media is to physically dismantle by methods of crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be pulled.

IT systems that have been used to process, store, or transmit FBI CJI and/or sensitive and classified information shall not be released from the District's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

Account Management

The District shall manage information system accounts, including establishing, activating, modifying, reviewing, disabling, and removing accounts. The District shall validate information system accounts at least annually and shall document the validation process.

All accounts shall be reviewed at least annually by the designated CJIS point of contact (POC) or his/her designee to ensure that access and account privileges are commensurate with job functions, need-to-know, and employment status on systems that contain Criminal Justice Information. The POC may also conduct periodic reviews.

Remote Access

The District shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access is any temporary access to the District's information system by a user (or an information system) communicating temporarily through an external, non-District controlled network (e.g., the Internet).

The District shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The District shall control all remote accesses through managed access control points. The District may permit remote access for privileged functions only for compelling operational needs, but shall document the rationale for such access in the security plan for the information system.

Security Check/Fingerprinting – Criminal History Record Information (CHRI) (Proper Access, Use and Dissemination Procedures), continued

Utilizing publicly accessible computers to access, process, store or transmit CJI is prohibited. Publicly accessible computers include but are not limited to hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

Personally Owned Information Systems

A personally owned information system is not authorized to access, process, store or transmit CJI unless the District has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes any portable technology like camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards and mobile wireless devices such as Androids, Blackberry OS, Apple iOS, Windows Mobile, Symbian, tablets, laptops or any personal desktop computer.

Reporting Information Security Events

The District shall promptly report incident information to appropriate authorities to include the state CSA or SIB's Information Security Officer (ISO). Information security events and weaknesses associated with information systems shall be communicated to allow for timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the District shall employ automated mechanisms to assist in the reporting of security incidents. All employees, contractors and third party users shall be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of agency assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

Policy Violation/Misuse Notification

Violation of any of the requirements contained in this CJIS Security Policy or Title 28, Part 20, CFR, by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and/or termination.

Likewise, violation of any of the requirements contained in the CJIS Security Policy or Title 28, Part 20, CFR, by any visitor can result in similar disciplinary action against the sponsoring employee, and can result in termination of services with any associated consulting organization or prosecution in the case of criminal activity.

Personnel – Certified/Non-Certified

R4112.5(a)
4212.5(a)

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction

The following administrative regulations are developed to ensure Criminal Justice Information compliance:

Relevant Acronym Key

CJI/CJIS	**Criminal Justice Information/Services**
CJA	**Criminal Justice Agency**
CSA	**CJIS Systems Agencies**
CSO	**CJIS Systems Officer**
CGA	**Contracting Government Agency**
AC	**Agency Coordinator**
CSA ISO	**CJIS Systems Agency Information Security Officer**
LASO	**Local Agency Security Officer**
FBI CJIS ISO	**FBI CJIS Division Information Security Officer**
CJI	**Criminal Justice Information**
CHRI	**Criminal History Record Information**
PII	**Personally Identifiable Information**
TAC	**Terminal Agency Coordinator**
COLLECT CJBAU	**CT On-Line Law Enforcement Communications Teleprocessing Criminal Justice Business Applications Unit**

Purpose

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for hiring personnel for employment in the Waterbury Public School District.

The following policies were developed using the FBI's Criminal Justice Information Services (CJIS) Security Policy. While the Waterbury Public School District may complement CJIS policy with local requirements, CJIS policy shall always be the minimum standard. The local policy may augment or increase the standards but shall not detract from the CJIS Security Policy Standards.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)

CJI is the term used to refer to all of the FBI CJIS-provided data necessary for law enforcement and civil agencies to perform their missions, including, but not limited to, biometric, identity history, biographic, property, and case/incident history data.

CHRI is a subset of CJI and is considered interchangeable for purposes of this document. Due to its comparatively sensitive nature, additional controls are required for the access, use and dissemination of CHRI. In addition to the dissemination restrictions outed below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI

Requesting CHRI Checks

Fingerprint-based CHRI checks will only be conducted as authorized by the FBI and the Connecticut Department of Emergency Services and Public Protection – COLLECT CJBAU, in accordance with all applicable state and federal rules and regulations.

If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, they shall be informed of this requirement and instructed on how to comply with the law. Such instructions will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

Acceptable Use of CHRI

All CHRI is subject to strict state and federal rules and regulations. CHRI is used only for the official purpose for which it was requested, and CHRI cannot be shared with other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the COLLECT CJBAU (Connecticut On-Line Law Enforcement Communications Teleprocessing/Criminal Justice Business Applications Unit) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Furthermore, the Waterbury Public School District and the employee responsible for overseeing CJI can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Personnel Training

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI for the Waterbury Public School District will review and become familiar with educational and relevant training materials regarding CHRI laws and regulations made available by the appropriate agencies.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on a biennial basis. This training will be accomplished using the training provided by CJIS Online.

The Superintendent or designee will be responsible for overseeing all training programs and adherence to all training requirements.

Personnel Security (All Personnel)

All personnel requiring access to CHRI must first be deemed "Authorized Personnel" by the Superintendent or designee. The COLLECT CJBAU will review and determine if access is appropriate. Access is denied if the individual has ever had a felony conviction of any kind, no matter when it occurred. Access may be denied if the individual has one or more recent misdemeanor convictions.

In addition to the above, an individual believed to be a fugitive from justice or having an arrest history without convictions will be reviewed to determine if access to CHRI is appropriate. The COLLECT CJBAU will take into consideration extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance.

Persons already having access to CHRI and who are subsequently arrested and/or convicted of a crime will:

1. Have their access to CHRI suspended until the outcome of an arrest is determined and reviewed by the COLLECT CJBAU to determine if continued access is appropriate;
2. Have their access suspended indefinitely if a conviction results in a felony of any kind;
3. Have their access denied by the COLLECT CJBAU, where it is determined that access to CHRI by the person would not be in the public's best interest.

Support personnel, contractors, and custodial workers will be denied access to CHRI. If such persons need to be in an area (s) where CHRI is maintained or processed (at rest or in transit), they will be escorted by authorized personnel or under their supervision at all times while in the area(s).

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Personnel Termination

The Local Agency Security Officer (LASO) shall terminate access to CHRI immediately upon notification of an individual's termination of employment.

The Waterbury Public School District shall follow the following CHRI termination process:

1. Notification will be sent via email to the COLLECT CJBAU;
2. This is to be done within 24 hours of receiving notification of termination;
3. All keys, email accounts, and other district accounts and materials identified by the Superintendent or designee. will be obtained/disabled from the user within 24 hours.

Adverse Decisions Based on CHRI

If inclined to make an adverse decision based on an individual's CHRI, the Waterbury Public School District will take the following steps prior to making a final adverse determination:

1. Provide the individual the opportunity to complete or challenge the accuracy of his/her/their CHRI; and
2. Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable fifteen-day period (15) to correct or complete the CHRI.

Terminal Agency Coordinator (TAC)

The Waterbury Public School District TAC is responsible for the following:

1. Maintaining an updated Authorized Personnel List on file with the COLLECT CJBAU.
    a. Ensuring everyone included on this list must undergo the appropriate level of CJIS Security Awareness Training;
    b. Ensuring everyone included on the list has appropriate access based on job functions and a need-to-know basis.
2. Inform the COLLECT CJBAU of changes in the agency head or any relevant business information (agency name changes, mailing/physical address changes, etc.).
    a. Contact the COLLECT CJBAU immediately to update the User Agreement and, if necessary, submit the new authorization to the COLLECT CJBAU;
    b. Submit a TAC change form to the COLLECT CJBAU in the event of a change in roles.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Local Agency Security Officer (LASO)

The Waterbury Public School District LASO is responsible for the following:

1. Identifying who is using or accessing CHRI and/or systems with access to CHRI;
2. Ensuring that personnel security screening procedures are being followed as stated in this policy.
3. Ensuring the approved and appropriate security measures are in place and working as expected.

Storage of CHRI

CHRI shall only be stored for extended periods of time when necessary to ensure the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which comply with the most recent COLLECT CJBAU and FBI Security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to become familiarized with these safeguards.

In addition to the above, each individual involved in handling CHRI will strictly adhere to the policy on its storage and destruction.

Media/Physical Protection

All media containing CHRI must be protected and secured at all times. The following is established and to be implemented to ensure the appropriate security, handling, transporting, and storage of CHRI media in all forms.

Controls shall be in place to protect electronic and physical media containing CHRI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CHRI.

The District shall securely store electronic and physical media within physically secure locations or controlled areas and restrict access to electronic and physical media to only authorized individuals. If physical and personnel restrictions are not feasible, the data shall be encrypted per Section 5.10.1.2.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Physical Storage and Access

Physical CHRI media shall be securely stored within physically secured locations or controlled areas. A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

Only authorized personnel will have access to physically secure non-public locations. The Superintendent or designee will maintain and keep a list of authorized personnel. Before granting access, all physical access points into the District's secure areas will be authorized. The Superintendent or designee will implement access controls and monitor physically secure areas to protect all transmission and display mediums of CJI.

Authorized personnel will take necessary steps to prevent and protect the agency from physical, logical, and electronic breaches.

Physical CHRI media:

1. Is to be stored within employee records when feasible or by itself when necessary.
2. Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

Electronic CHRI media:

1. Is to be stored on secure servers within a physically secure location when feasible.
2. (Include details on how electronic CHRI is secured.)

Destruction of CHRI

Disposal of Physical Media

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by the District, it shall be destroyed and disposed of appropriately. Physical CHRI media shall be destroyed by cross-cut shredding or incineration. The Superintendent or designee will ensure such destruction is witnessed or carried out by authorized personnel:

1. The LASO shall witness or conduct disposal
2. Cross-cut shredding will be the method of destruction used by the District.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Destruction of CHRI

Media Sanitization and Disposal (Disposal of Electronic Media)

Once the District determines that electronic CHRI media (data stored on computers) are no longer needed, they shall be destroyed and disposed of appropriately.

The Waterbury Public School District shall choose one of the following options below to use in destruction of CHRI:

Option 1: Overwriting

Overwriting involves a program writing onto the media where the file to be sanitized is located. The NCJA will sanitize the electronic CHRI by overwriting the data at least three times before disposing of or reusing the computer/device/system on which it was stored. Overwriting the CHRI data must be completed or witnessed by authorized district personnel.

Option 2: Degaussing

Degaussing is a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Note that common magnets are weak and cannot effectively degauss magnetic media. The NCJA will degauss the electronic CHRI prior to disposing of or reusing the computer/device/system on which the electronic CHRI was stored. Degaussing the CHRI data must be completed or witnessed by authorized district personnel. (Degaussing means neutralizing a magnetic field to erase information from a magnetic disk or other storage device.)

Option 3: Destruction

If the computer/device on which the CHRI data is stored is no longer operational, The NCJA must physically destroy the device. Destruction of the device containing physical electronic CHRI, including printouts and other media, shall be disposed of.

Remote Access

The Superintendent or designee shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access means any temporary access to an agency's information system by a user or information system communicating temporarily through an external, non-district-controlled network, such as the Internet.

The District shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The Superintendent or designee shall control all remote access through managed access control points and may permit remote access for privileged functions only for compelling operational needs. However, this person shall document the rationale for such access in the security plan for the information system.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Destruction of CHRI (continued)

Remote Access (continued)

It is prohibited to use publicly accessible computers to access, process, store, or transmit CJI. Publicly accessible computers include but are not limited to, hotel business center computers, convention center computers, public library computers, and public kiosk computers.

Personally Owned Information Systems

A personally owned information system shall not be authorized to access, process, store or transmit CJI unless the agency has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes portable technology like a camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards, mobile wireless devices, or any personal desktop computer. When bringing your own devices are authorized, they shall be controlled using the requirements in Section 5.13 of the CJIS Security Policy.

Disciplinary

If an individual employed by the Waterbury Public School District has misused or is currently misusing CHRI, the following requirements will be adhered to:

1. Using CHRI for any purpose other than what is allowed by state statute or Federal code is considered misuse.
2. The appropriate city entity (Human Resources or Human Capital) will determine appropriate disciplinary action.
3. Misuse of CHRI can result in loss of access to CHRI, loss of employment, and/or criminal prosecution.
4. Misuse of CHRI shall be reported to the State.

Incident Response

The security of information and systems in general, and of CHRI in particular, is a top priority for the Waterbury Public School District. Therefore, the District has established appropriate operational incident response procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents that pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information.

Security Check/Fingerprinting/Criminal Justice Information

CHRI Retention and Destruction (continued)

Incident Response (continued)

The following security incident handling procedures must be followed by each individual:

1. All incidents will be reported directly to the LASO.
2. If any records are stolen, the incident will also be reported to appropriate authorities.
3. Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy of the District

In addition to the above, the LASO shall report all security-related incidents to the COLLECT CJBAU within 24 hours.

All District personnel with access to FBI and/or COLLECT CJBAU CHRI have a duty to protect the system and related systems from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the information. All existing laws, District regulations, and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

The Superintendent or designee shall ensure that all staff members are aware of this policy and that those responsible for implementation and oversight receive adequate training and updates.

(cf. 4112.51/4212.51 - Employment/Reference Checks)

Legal Reference: Connecticut General Statutes

10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93 and PA 16-67)

17a-101k Registry of findings of abuse or neglect of children maintained by Commissioner of Children and Families. Notice of finding of abuse or neglect of child. Appeal of finding. Hearing procedure. Appeal after hearing. Confidentiality. Regulations.

29-17a Criminal history checks. Procedure. Fees.

PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records.

PA 16-83 An Act Concerning Fair Chance Employment

Criminal Justice Information Services (CJIS) Security Plan, Version 5.8, 06/01/2019 Prepared by CJIS Information Officer Approved by CJIS Advisory Policy Board

~~PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records~~

~~Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.~~

~~CJIS Security Policy~~

~~Title 28 C.F.R. Part 20~~

Policy adopted by the Waterbury Board of Education on June 15, 2017

#3+4

POLICY SERVICES

Narrative to Support Policy #5112
Ages of Attendance/Admissions/Placement

As the 2024 legislative session begins, there have been some comments from General Assembly members concerned with the burden placed on districts and parents required to make the necessary adjustments to comply with the new kindergarten entrance date.

Public Act No. 23-159, Section 3, as amended by Public Act 23-208, Section 1, requires that in order to enroll in kindergarten, children must turn five years old on or before September 1 of the school year. In addition, parents of children who are not five years old on or before September 1 may be admitted upon written request to the school principal. Once the waiver request is received, the principal and an appropriate certified staff member would need to conduct an assessment of the child to ensure that admitting the child to kindergarten is developmentally appropriate.

While CABE will continue to monitor the work of the General Assembly through this session, for now the policy department has taken this opportunity to combine policies related to age of attendance, admissions, and placement under Policy 5112. In addition, we've added a summary that helps readers understand what is required of parents and students regarding the referenced cut-off ages. Policy 5112 also provides relevant forms for district consideration.

February 2024

#3

Admission

The Board of Education (Board) recognizes the statutory right of children residing in the District to be enrolled in school if residency and age are confirmed. However, homeless students shall not be required to show residency.

In accordance with Connecticut General Statute 10-186, the Board of Education shall provide education for all persons, residing in the District, five years of age and over, who reach age five on or before the first day of **September (effective July 1, 2024)** of any school year, and under twenty-one (age twenty-two for special education students) who is not a graduate of a high school or vocational school, except as provided in Connecticut General Statutes 10-233c and 10-233d. ~~District schools shall be open to all children five years of age and over who reside in the district and reach the age five on or before the first day of January of any school year.~~ Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin, sexual orientation, or gender identity or expression. Students who are classified as homeless under federal law or an unaccompanied youth, as described in 42 USC 11434a, and therefore do not have a fixed residence, will be admitted pursuant to federal law and policy 5118.1.

The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by December 31st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by December 31st of any school year. ~~The parent or person with legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age. The parent or person with legal guardianship a child six years of age shall have the option of not sending the child to school until the child is seven years of age.~~

The parent or person with legal guardianship shall exercise such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person with legal guardianship with information on the educational opportunities available in the school system.

All resident children under the age of twenty-one who have not obtained a high school diploma are entitled to attend a District school. The parent or person with legal guardianship of any child who is denied admission to the district's schools, or an unaccompanied minor, a student eighteen years of age or older, a homeless child or youth or an unaccompanied youth who is denied schooling on the basis of residency, or an agent or officer charged with the enforcement of the laws concerning attendance at school may request, in writing, a hearing by the Board of Education.

According to Connecticut General Statute 10-76d (b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

Admission, *continued*

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Other documents that may be accepted as proof of a child's age include, but are not limited to, a photocopy of a birth certificate, earlier school records, state-issued identification document, driver's license or passport, parent's affidavit or unsworn statement as to a child's age, physician's certificate verifying a child's age or immunization records.

Completion of immunization and health assessment requirements are required prior to a child's attendance in school, but are not considered as pre-requisites for enrolling a child who resides in the District and is of appropriate age to attend school. If the parents or guardians of any children are unable to pay for such immunizations, the expense of such immunizations shall, on the recommendation of the Board, be paid by the town. A school district may not deny enrollment of a child if his/her parent/guardian refuses to provide a social security number.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation.

The enrollment process shall be focused on obtaining only the information deemed necessary to establish residency and age. The District shall not request other information as a condition of enrollment or state in its policies or on its websites or otherwise, that other information is required to enroll children. The District shall immediately enroll a homeless child and allow such student to attend school even if the student is unable to produce records normally required for enrollment. Additional data collection may occur, but it must be complete in such a manner that does not interfere with the enrollment of a child in school.

The District, when determining residency, shall not request documentation for citizenship or immigration status of a child or the child's parents/guardians. The Board believes such documentation is not relevant to establishing residency.

In the establishment of residency, the Board will accept such documentation, but not limited to, a lease agreement, mortgage document, property tax record, rent receipt, home owners insurance, rental insurance, current utility bill, current proof of government benefits, CT driver's license automobile registration or insurance. An Affidavit of Residence, properly executed, shall also be acceptable.

In order to determine a child's eligibility for ESL or bilingual programs, parents/guardians of all new students enrolling for the first time and all re-enrolling students who have previously attended a Connecticut public school must complete a Home Language Survey (HLS) at the time of enrollment. A student may also take a screening exam. Neither the survey nor the exam are conditions of enrollment.

Any child entering or returning to the district from placement in a juvenile detention school, the Connecticut Juvenile Training School, or any other residential placement, shall have the educational records of such child provided to the Superintendent of Schools by the Department

Admission, *continued*

of Children and Families (DCF) and the Judicial Department. Such information will be shared with the Principal of the school to which the student is assigned. The Principal can disclose them to the staff who teach or care for the child.

The District will immediately enroll any student who transfers from Unified District No. 1 or Unified District No 2. A student transferring from the Unified School Districts who had previously attended school in the local District shall be enrolled in the school such student previously attended, provided such school has the appropriate grade level for the student.

The parent or person with legal guardianship of a child seventeen years of age may consent to such child's withdrawal from school. The parent or person with legal guardianship of a child seventeen years of age shall exercise this option by personally appearing at the school district office to sign a withdrawal form. Such withdrawal form shall include an attestation from a school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community.

Children who have attained the age of seventeen and who have terminated enrollment in the district's schools with parental permission as described previously and subsequently seeks readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to a district school not later than ten days after such termination. In such case the child will be provided school accommodations not later than three days after the requested readmission.

Note: *When a student is enrolling in a new school district or new state charter school, written notification of such enrollment shall be provided to the previous school district or charter school not later than two business days after the student enrolls.*

Children who apply for initial admission to the district's schools by transfer from nonpublic schools or from schools outside the district will be placed at the grade they would have reached elsewhere pending assessment and evaluation by building staff. After such assessments and evaluations have been completed, the District will determine the final grade placement of the child(ren).

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

(cf. 0521 - Nondiscrimination)
(cf. 5118.1 - Homeless Students)
(cf. 6171 - Special Education)
(cf. 5112 - Ages of Attendance)
(cf. 5141 - Student Health Services)
(cf. 6146 - Graduation Requirements)

Admission, *continued*

Legal Reference: Connecticut General Statutes
4-176e to 4-180a Agency hearings.
4-181a Contested cases. Reconsideration. Modifications.
10-15 Towns to maintain schools
10-15c Discrimination in public schools prohibited. School attendance by five-year olds, as amended by PA 97-247.
10-76a - 10-76g re special education.
10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) - as amended by PA 98-243, PA 00-157 and PA 09-6 (September Special Session) and PA 18-15.
10-186 Duties of local and regional boards of education re school attendance. Hearings. Appeals to state board. Establishment of hearing board. Readmission, (as amended by P.A. 19-179)
10-220h Transfer of student records, as amended.
P.A. 11-115 An Act Concerning Juvenile Reentry and Education.
P.A. 19-179 An Act Concerning Homeless Students' Access to Education.
10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.
10-233c Suspension of pupils.
10-233d Expulsion of pupils.
10-233k Notification of school officials of potentially dangerous students. (as amended by PA 01-176)
10-261 Definitions.
State Board of Education Regulations
10-76a-1 General definitions (c) (d) (q) (t)
10-76d-7 Admission of student requiring special education (referral)
10-204a Required immunizations (as amended by PA 98-243)
"Guidance for Connecticut School Districts: Enrollment Process and Practice," State Department of Education, December 2019.
McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.
Plyler vs. Doe, 457 U.S. 202 (1982)

Policy adopted by the Waterbury Board of Education on February 20, 2020 and revised on November 19, 2020

Ages of Attendance

In accordance with Connecticut General Statute 10-186, the Board of Education shall provide education for all persons, residing in the District, five years of age and over, who reach age five on or before the first day of **September (effective July 1, 2024)** of any school year, and under twenty-one (age twenty-two for special education students) who is not a graduate of a high school or vocational school, except as provided in Connecticut General Statutes 10-233c and 10-233d. ~~District schools shall be open to all children five years of age and over who reside in the district and reach the age of five by December 31st of any school year.~~ Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin sexual orientation, or gender identity or expression.

Parents and those who have the care of children age five to eighteen years of age inclusive are obligated by Connecticut law to require their children to attend public day school or its equivalent in the district in which such child resides, unless such child is a high school graduate or the parent or person having control of such child is able to show that the child is elsewhere receiving equivalent instruction in the studies taught in the public schools. Students under age eighteen are subject to mandatory attendance laws unless they are at least seventeen and their parent/guardian, or other person having guardianship of the child, consents to such child's removal from school. The parent or person shall exercise this option by personally appearing at the school to sign a withdrawal form. Such withdrawal form shall include an attestation from a school counselor or school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community. If a child is eighteen years of age or older, he/she is not required to attend school.

The enrollment process shall be focused on obtaining only the information deemed necessary to establish residency and age. The District shall not request other information as a condition of enrollment or state in its policies or on its websites or otherwise, that other information is required to enroll children. The District shall immediately enroll a homeless child and allow such student to attend school even if the student is unable to produced records normally required for enrollment. Additional data collection may occur, but it must be complete in such a manner that does not interfere with the enrollment of a child in school.

The District, when determining residency, shall not request documentation of citizenship or immigration status of a child or the child's parents/guardians. The Board believes such documentation is not relevant to establishing residency.

In the establishment of residency, the Board will accept such documentation as, but not limited to, a lease agreement, mortgage document, property tax record rent receipt, home owners insurance, rental insurance, current utility bill, current proof of government benefits, CT driver's license, automobile registration or insurance. An Affidavit of Residence, properly executed, shall also be acceptable.

For purposes of establishing the residency of a child whose legal guardian is a member of the armed forces, as defined in C.G.S. 27-103, and who is seeking enrollment in a district school, in which such child is not yet a resident, the Board shall accept the military orders directing such member to Connecticut or any other documents from the armed forces indicating the transfer of such member to Connecticut as proof of residency in the district.

Ages of Attendance, continued

~~The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by September 1st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by December 31st of any school year.~~ The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by December 31st of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by December 31st of any school year. The parent or person having legal guardianship shall exercise such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person having legal guardianship with information on the educational opportunities available in the school system.

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Proof of domicile will also be requested.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation. The District shall immediately enroll a homeless student and allow such student to attend school even if the student is unable to produce records normally required for enrollment.

The parent/guardian of any child who is denied admission to school, or an emancipated minor, a student eighteen years of age or older, a homeless child or youth, or an unaccompanied youth who is denied schooling, or an agent or officer charged with the enforcement of attendance laws may request, in writing, a hearing by the Board of Education. Such hearing may be conducted by the entire Board of Education, or by a subcommittee of three Board members, or by a local impartial hearing Board of one or more persons not members of the Board of Education.

Children who have attained the age of seventeen and who have voluntarily terminated enrollment in the district's schools and subsequently seek readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to the District not later than ten (10) school days after such termination in which case the Board shall provide school accommodations to such child not later than three school days after such child seeks readmission.

Early Admission

Parents/guardians must make a formal request for early admission no later than ~~June 1~~May 1st of the calendar year in which the child would be admitted to the school. Since research on early admission to kindergarten has demonstrated that it is a "high risk" decision, only those children who have attained their ~~fourth~~ fifth birthday between ~~January 1st~~September 2nd and ~~June 30th~~December 31st will be considered for early admission. The student being considered for early admission must exhibit evidence of advanced (typically two standard deviations above the mean) intelligence and adaptive behavior from a standardized assessment administered in the district.

Ages of Attendance, continued

Such testing shall guide the Superintendent or his/her designee in the acceptance or rejection of the request. The programmatic decision of the Superintendent or his/her designee in such instances shall be final.

Provisions for Special Education

According to Connecticut General Statute 1-76d(b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

Alternative School Placement

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

(cf. 5111 – Admission Placement) (cf. 5118.1 – Homeless Students) (cf. 5118.3 – Children in Foster Care)
(cf. 5112 – Ages of Attendance) (cf. 6146 – Graduation Requirements

Legal Reference: Connecticut General Statutes

4-176e to 4-180a Agency hearings.

4-181a Contested cases. Reconsideration. Modifications.

10-15 Towns to maintain schools.

10-15c Discrimination in public schools prohibited. School attendance by five-year-olds.

10-76a - 10-76g re special education.

10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) as amended by PA 98-243, PA 00-157, PA 09-6 (September Special Session) and PA 18-15.

10-186 Duties of local and regional boards of education re school attendance. Hearings. (Amended by PA 19-179 An Act Concerning

Appeals to State Board. Establishment of hearing board.

21-86 An act Concerning the Enrollment of Children of Members of the Armed Forces in Public Schools and the Establishment of a Purple Star School Program

10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.

10-233c Suspension of pupils.

10-233d Expulsion of pupils.

10-261 Definitions.

State Board of Education Regulations

10-76a-1 General definitions (c) (d) (q) (t)

10-76d-7 Admission of student requiring special education (referral)

P.A. 19-179 An Act Concerning Homeless Students' Access to Education

"Guidance for Connecticut School Districts: Enrollment Process and Practice," State Department of Education, December 2019.

P.A. 21-86 An Act Concerning the Enrollment of Children of Members of the Armed Forces in Public Schools and the Establishment of a Purple Star School Program

10-204a Required immunizations (as amended by PA 98-243)

Ages of Attendance, continued

McKinney-Vento Homeless Assistance Act (PL 107-110 Sec. 1032) 42 U.S.C. §11431-11435, as amended by the ESSA, P.L. 114-95

Federal Register: McKinney-Vento Education for Homeless Children & Youths Program, Vol. 81 No. 52, 3/17/2016.

Policy adopted by the Waterbury Board of Education on September 6, 2012,
revised on March 26, 2020, and revised on December 16, 2021

FAFSA Completion Program

The Board of Education (Board) recognizes that college, for many students, continues to be an important pathway that helps to provide students with the necessary skills for work and for lifelong learning. In addition, research has indicated the students who complete the Free Application for Federal Student Aid (FAFSA) are more likely to attend college with financial aid.

In compliance with Public Act 23-204 sections 319-320, beginning with classes graduating in 2025, graduating students must have completed a Free Application for Federal Student Aid (FAFSA), completed and submitted to a public institution of higher education an application for institutional financial aid for students without legal immigration status, or completed a waiver, on a form prescribed by the Connecticut State Department of Education (CSDE) signed by the student's parent/legal guardian or by the student if 18 years of age or older.

A principal, school counselor, teacher, or other certified educator may complete the waiver on behalf of any student if the certified educator affirms that they have made a good faith effort to contact the parent/legal guardian or student about the completion of the application.

~~Many Connecticut students, eligible for college, fail to complete the FAFSA each year, resulting in the loss of funds that could help support their postsecondary education.~~

~~The Board acknowledges that Connecticut has, for eligible school districts, implemented a FAFSA Completion Challenge (Challenge). This Challenge is based on the premise that FAFSA completion is strongly associated with postsecondary enrollment and outcomes. Students who complete the FAFSA, in greater numbers, attend college directly from high school in comparison to non-completers.~~

~~Note: *The statewide FAFSA Challenge is a partnership between the State Department of Education (SDE) and the Connecticut College and Career Readiness Alliance. This partnership aims to strengthen postsecondary access and enrollment by raising FAFSA completion rates among high school seniors.*~~

~~Therefore, the Board, through this policy, sets as a goal a District initiative to improve the completion rates for FAFSA among grade 12 students and students in District adult education programs. This goal aims to strengthen District efforts to improve postsecondary enrollment and student outcomes and to make it easier for students to attend postsecondary education.~~

The Superintendent and/or designee will initiate new strategies to increase yearly student FAFSA completion rates. The Board may accept gifts, grants, and donations, including in-kind donations, to implement this policy.

~~As a currently SDE designated alliance district, the Board will add to the list of goals that it includes in its application to the Commissioner of Education for alliance district funds the goal of implementing its policy to improve FAFSA completion rates by grade 12 and for adult education students.~~

As required, the Board will publish and make available on the District website the annual

FAFSA student completion rate for the graduating class of each high school within the District.

Legal Reference: Connecticut General Statutes
P. A. 21-199 An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development, Sect. 6, 7, 8.

Public Act 23-204 An Act Concerning the State Budget for the Biennium Ending June 30, 2025, and Making Appropriations Therefor, And Provisions Related to Revenue and Other Items Implementing the State Budget Sections 319-320

Policy adopted by the Waterbury Board of Education on June 15, 2022

#6

POLICY SERVICES

Narrative to Support Policy #5141.5
Suicide Prevention and Intervention

Recently updated February 2023 to provide language to make the 988 crisis line widely available in schools, this update includes specific risk factors related to youth suicide developed by the Connecticut Suicide Advisory Board.

It's also important to note that while CABE has listed policy 5141.5 as a "mandated" policy, it wasn't required by the general assembly for boards of education to include such policy in their policy manuals. However, Sections 79-80 of Public Act No. 23-167 states, "Each local and regional board of education shall adopt a written policy and procedures for dealing with youth suicide prevention and youth suicide attempts."

CABE will continue listing policy 5145.5 and the associated regulations under its "Mandated Policies." The updated policy specifically reflects the language in the Public Act.

While policy 5141.5 language has been updated to comply with Public Act No. 23-167, Sections 79-80, CABE's model regulations remain relevant and support the policy changes.

February 2024

#6

Students 5141.5

Suicide Prevention and Intervention

The Board of Education recognizes that suicide is a complex issue and that, while the school may recognize a potentially suicidal youth, it cannot make a clinical assessment of risk and provide in-depth counseling. Instead, the Board directs school staff to refer students who may be at risk of attempting suicide to an appropriate service for assessment and counseling.

The Board of Education recognizes the need for youth suicide prevention procedures and will establish program(s) to identify risk factors for youth suicide, an assessment to determine risk, procedures to intervene with such youth, referral services and training for teachers, other school professionals and students to provide assistance in these programs.

Any school employee who may have knowledge of a suicide threat must take the proper steps to report this information to the building Principal or his/her designee who will, in turn, notify the appropriate school officials, the student's family and appropriate resource services.

In addition, information regarding the 988 crisis line should be made widely available in schools and district offices. Text should note to call 988 if you are in emotional distress and/or you are having suicidal ideations. It should also include that by calling 988, you will be provided with support and connected to resources if needed.

Information concerning a student's suicide attempt, threat, or risk will be shared with others to the degree necessary to protect that student and others.

Legal Reference: Connecticut General Statutes
10-221(e) Boards of education to prescribe rules.

Policy adopted by the Waterbury Board of Education on September 6, 2012

School Visitors Policy

The Waterbury Board of Education and staff welcome and strongly encourage parents/guardians, members of the community, and other interested persons to visit the schools. It is imperative to insure a safe and appropriate learning environment for our students.

The Superintendent of Schools shall establish regulations to:

1. Encourage school visitations.
2. Provide for appropriate hospitality for visitors.
3. Set forth District procedures and to require visitors and school personnel to follow those procedures.
4. Ensure that such visits will enhance educational programs and ensure student safety.

All school visitors shall register in the Main Office and may be accompanied by staff throughout their visit. Staff members should be alert for unauthorized visitors and report their presence to the Principal immediately should there be concerns about whether visitors may be unauthorized visitors.

Parents and community members are welcome to attend interscholastic athletic events and school sponsored student presentations or plays as well as any other Waterbury Board of Education sanctioned programs. However, it is the responsibility of the visitor to remain in the area of the activity and not to move about the building where classes or maintenance activities may be disrupted.

Any person who does not adhere to Board policies and procedures that pertain to school visitation, or is without appropriate reason or responsibility for student supervision, may be considered loitering on school grounds. A person is guilty of loitering on school grounds when he/she loiters or remains in or about a school building, or grounds, without a reason or relationship involving custody of, or responsibility for, a student or any other license or privilege to be there.

Legal Reference:
Connecticut General Statutes Section 53a-185: Loitering on school grounds, Class C misdemeanor

Policy adopted by the Waterbury Board of Education on July 31, 2013

School Visitors Regulations

Waterbury Public Schools, in an effort to encourage visitors to its schools while at the same time maintaining the students' and staffs' safety, privacy and security, and minimizing disruptions to educational programming, sets forth the following procedure to be followed for school visitors.

1. Any visitor who is not a District or City employee on official business, a State or Federal employee on official business, Board of Education Commissioner, or a student enrolled in the school, will be termed a "visitor" under Board Policy and is subject to the procedures set forth below. A visitor does not include those who attend a scheduled activity occurring on school grounds that is open to the general public.

2. Any visitor, as defined above, who wishes to ~~visit a school building, and /or~~ observe any instructional student program, including teaching and learning inside a classroom, must obtain prior written approval from the principal or other designated administrator, at least twenty-four (24) hours prior to the visit. Such requests ~~Requests to observe a class~~ shall be granted, unless, in the opinion of the principal or other designated administrator, the ~~such request(s)~~observation is not reasonable or would be disruptive to the educational process.

3. All visitors must directly report to the Main Office upon arrival, provide identification which will be kept by school staff during the visit (along with a photocopy to be kept in the student's cumulative file), and sign in where designated. Identification will be issued to the visitor which must be displayed at all times during the visit.

4. All visitors must provide to the principal or duly authorized administrator the reason for their visit, where the visit will take place and the anticipated length of the visit. Visitor meetings must take place in an administrative area designated by the principal or his/her designee unless otherwise agreed to by the principal or duly authorized administrator.

5. In the discretion of the principal or duly authorized administrator, any visitor may be required to submit to a background check and a sexual offender registry check in order to gain access into the school.

6. An escort for the visitor may be required by the principal or duly authorized administrator.

7. No visitor, except a law enforcement officer duly authorized by the Waterbury Police Department, and/or designated under State Statute 53a-217b (as amended by P.A. 16-55) is allowed to bring a weapon of any kind into any school in the District or on school grounds. Legal ref: 53a-217b Possession of a weapon on school grounds: Class D felony (as amended by P.A. 16-55).

8. In order to safeguard student privacy rights, no videotaping, photography or use of recording devices or electronic equipment including phones, is allowed by the visitor during the visit unless prior permission is given by the Superintendent and appropriate prior written consent of the student is obtained.

9. Visitors must follow all school rules and administrative directives and minimize disruptions of the school's learning environment. Visitors must not disturb the students, teachers or interrupt classes in any way.

School Visitors Regulations, continued

10. If a Visitor fails to abide by these procedures, school rules and administrative directives, the visitor will be asked to leave the premises or be subject to referral to the authorities and possibly precluded from future visits in the discretion of the principal or duly authorized administrator.

11. Visitors are on notice that they are subject to whatever surveillance exists at the school during their school visit.

12. An unauthorized visitor shall be guilty of loitering on school grounds when he/she loiters, or remains in or about a school building or grounds, without a reason or relationship involving the custody of, or responsibility for, a student, or for any other authorized activity, license, or privilege to be there.

13. The administration is authorized to file a trespassing complaint with the Waterbury Police Department, when appropriate or applicable.

Legal Reference:
Connecticut General Statues

53a-185 loitering in or about school grounds, Class C misdemeanor 7-148c7 (F)

53a-217b Possession of a weapon on school grounds: Class D felony. (as amended by P.A. 16-55)

P.A.16-55 An Act Concerning Recommendations by the Department of Motor Vehicles Regarding Hazardous Materials, Car Dealers, Student Transportation Vehicle Operators, Diversion Programs and Motor Vehicle Inspectors.

Regulations approved by the Waterbury Board of Education on July 31, 2013 and revised on June 15, 2017 REVISED DRAFT

Electronic Device

The Waterbury Board of Education is committed to maintaining a safe and productive learning environment that provides each student with an atmosphere free of disruptions.

Students may possess personal technological devices on school property and/or during school-sponsored activities per the mandates of this policy and any applicable administrative regulations as may be developed by the Superintendent of Schools.

A. Definitions

For the purposes of this policy, "District-Issued Technology" refers to computers and instructional technologies; communications and data management systems; informational technologies and the Internet; and any other technology resources owned and/or used by the school district and accessible by students including "Personal Technology" pouches.

For the purposes of this policy, "Personal Technology" refers to privately owned wireless and/or portable electronic hand-held equipment that can be used for word processing, wireless Internet access, image capture and recording, gaming, sound recording, information transmitting and/or receiving or storing information or data, etc. In addition, "Personal Technology" refers to Bluetooth devices and wearable technology, such as, but not limited to, iPads, tablets, smartwatches, gaming devices, and Airpods.

B. Responsibility for "Personal Technology" Devices

Students are responsible for the safety and use of their "Personal Technology." If "Personal Technology" is stolen, lost, or damaged, a report should be made to the building principal or designee, who will investigate the loss in a manner consistent with procedures for stolen or damaged personal property. Students and parents should be aware that the Board is not liable for any "Personal Technology" stolen, lost, or damaged while at school or during a school-sponsored activity. Therefore, students are advised not to share or loan their "Personal Technology" with other students.

C. Use of "Personal Technology" Devices

Except to the extent required by a student's Individualized Educational Plan or 504 plan and/or for other reasons approved by the building principal, all students are prohibited from using "Personal Technology" during the school day and are subject to disciplinary action outlined in (D) of this policy.

In addition, the following rules apply specifically to student use of cell phones during the school day:

1. Students in grades 6-12 may bring "Personal Technology" to school but must ensure that it is turned off, in Airplane mode, or silenced. When entering the school, "Personal Technology" must be locked in a district-issued "Personal Technology" pouch and kept there the entire school day. Students will unlock their district-issued pouch at dismissal.

2. Students in grades PK-5 may bring "Personal Technology" to school but must ensure that it is turned off, in Airplane mode, or silenced. "Personal Technology" must remain completely out of view for the entire school day and cannot be used at any time.

D. Disciplinary Action*

Misuse of "Personal Technology" in an inappropriate or prohibited manner and/or using such devices in any manner inconsistent with this policy will result in disciplinary action as outlined in the most current student handbook under the section entitled "Personal Technology." Disciplinary action will follow a tiered approach.

At each tier, the administrator or designee will review the policy with the student, inform parents/guardians, and document the offense.

If a student loses or damages the district-issued "Personal Technology" pouch, the student must acquire a new one from the school following the guidelines outlined in the most current student handbook.

*Administrators have flexibility with consequences for students who fall under DCF Care, McKinney-Vento, and similar circumstances.

~~The Waterbury Board of Education is committed to maintaining a safe and productive learning environment that provides each student with an atmosphere that is free of disruptions.~~

~~1. The use of electronic devices during the academic day disrupts and interferes with the educational process and will not be tolerated. Students will be subject to disciplinary procedures and confiscation of the device if it is either visible and/or used during regular school hours. Parents, upon appearing at school, will be given the confiscated devices on all second offenses.~~

~~2. Disciplinary action will be taken against any student for using a cellular telephone, iPod, beepers, walk man type player, laser pens and any other types of electronic device that is otherwise not banned by this policy, in any manner that disrupts the educational environment.~~

~~3. In no case will any personal communication device be allowed that provides for a wireless, unfiltered connection to the Internet or which has the capability to take photographs or any kind. The sending, sharing, viewing, or possessing pictures, e-mails, or other material of a sexual nature in electronic or any other form on a cell phone or other electronic device is prohibited in the school setting and is subject to disciplinary action.~~

~~**High School and Middle School:**~~
~~**1st offense:** Confiscate, warning and notify parent, return to student at the end of the school day.~~
~~**2nd offense:** Confiscate, in school suspension or after school detention, item to be returned to parent/legal guardian only at the end of the school day.~~
~~**3rd offense:** Confiscate, out of school suspension, item to be returned to parent/legal guardian only at the end of the school day.~~

~~**Elementary School:**~~
~~**1st offense:** Confiscate, warning and notify parent, return to student at the end of the school day.~~
~~**2nd offense:** Confiscate, warning and/or probation, item to be returned to parent/legal guardian only at the end of the school day.~~

~~**3rd offense:** Confiscate, out of school suspension or in school suspension if available, item to be returned to parent/legal guardian only at the end of the school day.~~

Legal Reference:

Connecticut General Statutes (P.A. 95-304, S.8, 9: P.A. 96-108, S. 1, 3)
History: P.A. 95-304 effective July 1, 1995: P.A. 96-108 designated the existing
Sec. Subsec (a) and added Subsec (b) re cellular mobile telephones, effective July 1, 1996

Policy adopted by the Waterbury Board of Education on July 26, 2012

Discipline/Student Conduct Policy

STUDENT CONDUCT

It is a privilege to be a part of the Waterbury School System. We expect all students to observe the basic rules for maintaining order and decorum while in the educational environment. The adherence to the rules and expectations will encourage the development of good citizenship skills throughout the lives of our students. The Waterbury School System will provide opportunities for all students to maximize their skills and talents in an atmosphere where teaching and learning flourish under the never-wavering belief that all students can be exemplary. The articles and behavioral expectations are set forth for all members of the Waterbury School System.

These expectations include:

- Norms, values, and expectations that support people feeling socially, emotionally, physically and intellectually safe
- Members of the school community are engaged and respected
- Students, families and educators work together to develop, live and contribute to a shared school vision
- Educators model and nurture attitudes that emphasize the benefits and satisfaction gained from learning
- Each person contributes to the operations of the school and the care of its social, emotional, intellectual and physical environment

National School Climate Standards

The Waterbury Public School System is committed to providing the best possible education in the best possible environment for all of its students in an effort to fulfill this commitment, the Waterbury Public Schools have integrated the Positive Behavioral Interventions and Support (PBIS) program as a framework to further develop positive school climates and positive relationships throughout the district. PBIS reinforces the National School Climate Standards.

The Board of Education supports the utilization of progressive discipline.

The development of good discipline practices is the concern of all persons involved in the education of youth. To this end, thoughtful and patient effort is required in order to reach pupils in a way which will help and guide them in achieving self-discipline. Such measures may involve, but are not limited to interventions, restorative measures, removal, suspension, or expulsion. Whatever measure is employed, it must always be fair, dignified, and consistent.

Inquiries and complaints concerning the applicability of the aforementioned laws and regulations may be referred to:

U.S. Department of Education
Office for Civil Rights (OCR)
Lyndon Baines Johnson Department of Education Bldg.
400 Maryland Avenue, SW
Washington, DC 20202-1100
Telephone: 800-421-3481
FAX: 202-453-6012; TDD: 877-521-2172
Email: OCR@ed.gov

Discipline/Student Conduct Policy, continued

ARTICLE 1
EXCLUSION FROM SCHOOL FOR DISCIPLINARY PURPOSES

SECTION 1

1. ***Definitions***

a. "Exclusion" means any denial of public school privileges to a pupil for disciplinary purposes.

b. "Removal" means an exclusion from a classroom for all or part of a single class period, provided such exclusion shall not extend beyond ninety minutes.

c. "Suspension" means an exclusion from school privileges for no more than ten (10) consecutive school days, provided such exclusion shall not extend beyond the end of the school year in which such suspension was imposed. Suspensions pursuant to this policy shall be in-school suspensions except (1) for students in grades three (3) to twelve (12), inclusive, if, (A) the administration determines that the pupil being suspended poses such a danger to persons or property or such a disruption of the education process that the pupil shall be excluded from school during the period of suspension or (B) the administration determines that an out of school suspension is appropriate for such pupil based on evidence of (i) previous disciplinary problems that have led to suspensions or expulsion of such pupil and (ii) efforts by the administration to address such disciplinary problems through means other than out of school suspensions including positive behavior support strategies or (2) for grades preschool to grade two (2), inclusive, if during the hearing held, the administration determines that an out-of-school suspension is appropriate for such pupil based on evidence that such pupil's conduct on school grounds is of a violent or sexual nature that endangers persons.

d. "Expulsion" means an exclusion from school privileges for more than ten consecutive school days and shall be deemed to include, but not be limited to, exclusion from the school to which such pupil was assigned at the time such disciplinary action was taken, provided such expulsion shall not extend beyond a period of one calendar year (12 consecutive months). Such period of exclusion may extend to the school year following the school year in which such exclusion was imposed.

e. "Emergency" means a situation under which the continued presence of the pupil in school poses such a danger to persons or property or such a disruption of the educational process that a hearing may be delayed until a time as soon after the exclusion of such pupil as possible.

f. "Probation" means a warning which has an automatic penalty if offense is repeated.

g. "School" means any school under the direction of the Board of Education.

h. "Off-campus behavior" means behavior off school grounds which violates school policy and is seriously disruptive to the educational process.

SECTION 2

1. ***Removal***

a. The Board of Education authorizes teachers, with the approval of the building principal, or his/her designee, to remove a pupil, except those students covered under Article 6 below, from class when such pupil deliberately causes a serious disruption of the educational process within the classroom, provided no pupil shall be removed from class more than six times in any year nor more than twice in one week unless such pupil is granted an informal hearing by the building principal or his/her designee in accordance with the provisions below.

Discipline/Student Conduct Policy, continued

b. Whenever any teacher removes a pupil from the classroom, such teacher shall send him/her to an area designated by the building principal with a designated staff member to supervise, and send the name of the pupil against whom such disciplinary action was taken and the reason therefore to the principal.

c. Each teacher shall maintain an individual pupil log of interventions in accordance with the designated form. The teacher shall provide the original copy of such log to the building principal when referring a pupil for disciplinary action. This log will be provided for disciplinary action in accordance with the designated form. If removal from a classroom does not result in disposition of the disciplinary case within ninety minutes, the building principal must consider the case a suspension and follow procedures in Section 4 following. (Maintenance of logs is required by the Office of Civil Rights.)

2. ***Notification*** – Parents shall be notified in order to solicit their cooperation in an effort to alter the student's behavioral pattern before more serious problems develop which will require disciplinary action at the suspension level.

a. By telephone, the principal or designee may make attempts to immediately notify the parent or guardian of the student about the removal and state the cause(s) which led to the removal.

b. Whether or not telephone contact is made with the parent or guardian, the principal or designee shall forward a letter to such parent or guardian to the most current address within one school day of the removal action and offer the parent or guardian an opportunity for a conference to discuss same. All notices, written and/or oral, required by this policy shall be in English or in the primary language of the home if fluency in English is limited.

c. If a student is eighteen years of age or older, any notice required by this policy shall also be given to the student.

d. The principal or designee shall maintain a file of removal reports and copies shall be sent to the school counselor and one will be placed in the student's permanent record file.

3. ***Chronic Behavior Problems***

Referral to Planning and Placement Team

Each board of education shall accept and process referrals from appropriate school personnel, as well as from a child's parents; or from a physician, clinic or social worker, provided the parent so permits, in order to determine a child's eligibility for special education and related services. A board of education shall make available a standard referral form which shall be used in all referrals. Before a child is referred to a planning and placement team, alternative procedures and programs in regular education shall be explored and, where appropriate, implemented. Provision shall be made for the prompt referral to a planning and placement team of all children who have been suspended repeatedly or whose behavior, attendance or progress in school is considered unsatisfactory or at a marginal level of acceptance. (Effective September 1, 1980) See Conn State Reg.10-76d 7.

A process shall be developed by the building principal or Building Intervention Team, to systematically review all discipline and suspension records on a quarterly basis and begin the referral process (i.e., for any student whose behavior problems could be described as chronic or excessive).

SECTION 3
IN-SCHOOL SUSPENSION ROOM PROCEDURES

1. A student must report on time after homeroom with all assignments, or an additional day of In-school suspension may be assigned.

2. A student is required to follow all rules for In-school suspension and stay on task at all times. The In-school suspension room instructor will review the In-school suspension rules and the In-school suspension rubric and score sheet with the student at the commencement of the first day of In-school suspension.

3. A student must complete the character education assignment given them by the In-school teacher in the first period and all other assigned work must be completed satisfactorily.

4. A student who fails to follow In-school suspension rules and procedures may result in additional time in the In-school room or other consequence.

5. The in-school suspension room instructor shall follow the district wide model for In-school suspensions and may assign additional classroom work to the student when appropriate.

6. In-School suspension cannot be assigned for more than ten (10) consecutive days or more than fifteen (15) times or a total of fifty (50) days in one school year.

7. In-school suspension shall be held in a classroom in each school which room shall be kept closed, separated from the rest of the school and the room shall be quiet and orderly at all times.

8. If in-school suspension is completed successfully, the student will receive full credit for the school work completed therein and will be allowed to participate in after school activities.

9. The in-school suspension instructor shall follow school policy for the proper operation of the In-school suspension classroom and shall at all times implement the grading rubric designed for the City's in-school suspension classrooms and all other rules associated with it to insure that all in-school suspension classrooms and instructors are operated consistently and uniformly in the District.

10. For special education and Section 504 students, a copy of their IEP or Section 504 plan should be submitted to the In-school suspension instructor on or before the student's In-school suspension.

Discipline/Student Conduct Policy, continued

SECTION 4
SUSPENSION

1. ***Procedures Governing Suspension***
Unless an emergency situation requiring the student's immediate exclusion exists, the principal shall observe the following procedures in all actions which may lead to suspension except for those students covered under Article 6 below. In the event of an emergency, the procedure must be initiated as soon after the cessation of the emergency as possible, but no later than 72 hours after the exclusion.

No student shall be suspended, as suspension is defined in Section 1 above, more than ten (10) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless such student is granted a formal hearing in accordance with the procedures governing Board hearings concerning Expulsion.

a. Informal Hearings
- **i.** No student shall be suspended prior to having an informal hearing before the principal or his/her designee. The student will be informed of the charges which have been written.
- **ii.** The student shall be granted an opportunity to refute the charges against him/her.
- **iii.** The principal or designee shall inform the student of the disciplinary action to be imposed.

b. Notification
- **i.** By telephone, the principal or designee shall make all possible attempts to immediately notify the parent or guardian of the student about the suspension and state the cause(s) leading to the suspension.
- **ii.** Whether or not telephone contact is made with the parent or guardian, the principal or designee shall forward a letter to such parent or guardian to the most recent address reported on school records within one school day of the suspension action and offering the parent or guardian an opportunity for a conference to discuss same.
- **iii.** Notice of the original suspension shall be transmitted by the principal or designee to the Superintendent of Schools by the close of the school week following the commencement of the suspension.
- **iv.** If a student is eighteen years of age or older, any notice required by this policy shall also be given to the student.
- **v.** Any pupil who is suspended shall be given an opportunity to complete any classwork including, but not limited to, examinations which such pupil missed during the period of suspension.

SECTION 5
NOTIFICATION TO PARENTS

1. Within three weeks of the effective date of this policy, within three weeks of the beginning of each school year thereafter, and at other such times as it deems appropriate, this policy shall be distributed to students (Grades K–12) and parents (or legal guardians, if known to be other than parents) and to school employees printed in the English language with notices appended thereto in the Spanish language.

2. All notices, written or oral, required by this policy shall be in English and in the primary language of the home. All notices shall be made in simple and commonly understood words to the extent possible. All hearings and conferences required by this policy shall be conducted by persons fluent in the primary language of the student's home or with the assistance of an interpreter. The constitutional rights of all students and school staff will be upheld.

3. Each board shall further provide an effective means of notifying the parents or guardian of any minor pupil against whom the disciplinary action authorized by the provisions of this act has been taken. Such notice shall be given within twenty-four hours of the time such pupil has been excluded.

ARTICLE 2
ASSAULT ON STAFF

1. In the event of an assault committed on a member of the staff, the Board of Education authorizes that staff person to (a) retreat if possible, (b) defend himself/herself, utilizing only what force is reasonably necessary. All assaults on staff are to be reported immediately by the building principal or his/her designee to the police for prosecution, to the Superintendent (for disciplinary action if the perpetrator is a pupil) and to the Clerk of the Board. All staff members, both professional and non-professional, shall cooperate with police and prosecution authorities in prosecuting the perpetrator to the full extent of the law.

2. The victim of assault is encouraged by the Board to seek compensation from the offender and/or his/her parents by means of legal action.

3. The Board of Education shall hold harmless any member of the staff from loss and expense including legal fees and costs coming out of any claim by reason of that staff member defending himself/herself, another staff member, or pupil from assault in accordance with Section 10-235 of the Connecticut General Statutes.

ARTICLE 3
SUSPENSION OF SCHOOL BUS PRIVILEGES

The Board of Education authorizes the administration of the schools under its direction to suspend school bus privileges for any pupil whose conduct endangers persons or property or is seriously disruptive of the transportation process, or which conduct is violative of a publicized policy of the Board.

1. Unless an emergency exists, no pupil shall be suspended without an informal hearing before the principal of the school the pupil attends or his/her designee at which student shall be informed of the reasons for such action and given an opportunity to explain the situation. If an emergency exists such hearing shall be held as soon after the suspension as possible.

2. Prior to reinstatement of bus privileges if said suspension exceeds five (5) school days, the pupil, his/her parent or legal guardian may appeal for reinstatement at a hearing with the principal or his/her designee to show cause why said pupil shall be reinstated.

3. In the event of suspension of school bus privileges of a pupil, the responsibility of getting the pupil to and from school rests with the parent or guardian. In considering this option, it is advisable for school administrators to assure that alternative arrangements are made with the parent or guardian for safe transportation of the student to and from school and if no such arrangements can be made, to consider other alternatives to such disciplinary actions.

4. Unless an emergency exists, the parent or legal guardian of a child when school bus privileges have been suspended shall be notified one (1) day in advance of such suspension of the reason therefore and the duration thereof.

5. The duration of the suspension of school bus privileges is within the discretion of the principal or his/her designee and is to be rationally based upon the nature and severity of the disruption and the likelihood of repetition if and when busing privileges are restored.

6. For the purpose of the discipline policy, students' behavior on the bus, on a field trip or any school sponsored activity or/and at a school bus stop will be regarded as behavior at school. The Board authorizes the administration to suspend transportation services for any pupil whose conduct while waiting or receiving transportation to and from school endangers persons or property or is violative of a publicized policy of the Board of Education.

Hold Harmless Clause: The Board of Education will hold harmless from claims for damages any member of the professional staff against whom a claim for damages is made based upon the denial of school bus transportation whether by virtue of a suspension of school bus privileges or detention that causes a pupil to miss a school bus, as long as the proper notification was dispatched to the parent or guardian in accordance with these rules.

ARTICLE 4
DISCIPLINARY PROCEDURES AND GUIDELINES

All members of the professional staff shall enforce discipline in accordance with the following procedures:

1. When minor violations occur, level 1, these incidents will be handled proactively in the classroom. Disciplinary measures consistent with proven prior practices and known educational techniques consistent with the law may be used. Teacher will contact the parent/legal guardian and inform them of these minor violations.

2. Repeated minor occurrences will require a written referral to an administrator, contact with the parent/ legal guardian and a conference should be scheduled. (This can be done by phone, email or in person.)

3. When all teacher interventions and restorative measures prove ineffective, probation or exclusion (removal from classroom or suspension) may be warranted and imposed by the building principal as set forth in Section 1, Exclusion for Disciplinary Purposes.

4. However, the building principal is authorized to exclude (removal from classroom or suspension) a pupil to maintain an environment conducive to education as set forth in Section 1, Exclusion for Disciplinary Purposes.

Discipline/Student Conduct Policy, continued

5. When a major offense occurs, the building principal is authorized to use an in school suspension or out of school suspension as set forth in Section 1, Exclusion for disciplinary purposes, arrest or referral to court.

6. Unless an emergency exists, the parent or legal guardian of a child who has been suspended shall be notified one day in advance of such suspension of the reason for and the duration of the suspension.

7. The length of any exclusion is to be determined pursuant to statute, Board of Education Rules and Policy, and the Superintendent's regulations, as set forth herein.

8. After an exclusion period the parent and/or legal guardian shall return with the pupil for a conference and reinstatement, except where extenuating circumstances preclude parent's presence.

9. When any pupil is found vandalizing, damaging, or defacing school property, parents or legal guardians shall be held financially responsible for repair of such school property and the Board of Education shall pursue such claims through the Legal Department of the City of Waterbury.

10. In the event of vandalism, damage or defacement of school property, the building principal or his/her designee is empowered to assign the pupil or pupils involved, with proper supervision, to clean up and replace school property, where practical, in lieu of suspension when authorized in writing by the parents of the pupil.

11. Books and/or equipment and supplies are supplied for the use of pupils. It is the responsibility of each pupil to care for such school property. If damaged or lost, parents must pay for the replacement of such school property. The building principal is authorized to obtain written permission of a pupil's parents for specific work to be performed by a pupil or pupils under proper supervision, i.e., snow shoveling, weed pulling, picking up litter, etc., to meet the financial responsibility for replacement of school property.

12. Whenever the police are called in connection with a disciplinary action, every attempt should be made to notify the parent(s) of the pupil prior to the arrival of police authorities. When an emergency situation exists, the parent(s) should be notified as soon as possible. The principal or his/her designee will be present whenever the parent(s) are not at the scene.

13. Corporal punishment is not a part of the disciplinary procedure. However, school personnel may use reasonable and prudent physical force upon a student when necessary, pursuant to CGS 53a-18, to:

a. Protect themselves or others from immediate harm or injury;
b. Obtain a dangerous instrument or illegal item from a student;
c. Protect property;
d. Restrain or remove a student to maintain order.

14. The authority of the entire professional staff extends throughout the entire building, school grounds, school activities, and school transportation.

Discipline/Student Conduct Policy, continued

ARTICLE 5
DISCIPLINE

1. ***Expulsion*** – The Board of Education may expel any pupil in grades three (3) to twelve (12) inclusive, except those students grades three (3) to twelve (12), inclusive, covered by Article 6 below, from school if, after a full hearing, the Board finds that his/her conduct endangers persons or property or is seriously disruptive of the educational process **and** is in violation of a publicized Board policy or whose conduct off school grounds is violative of such policy and is seriously disruptive of the educational process. Students who have been expelled may be eligible for an alternative educational program.

Since this is a very severe penalty it must be used with care and deliberation, and generally for one of two basic reasons: (1) to protect the school population from individuals whose behavior continually interrupts the learning process of other individuals, or (2) to help an individual understand that a constant behavior pattern is so inappropriate that the most serious disciplinary action possible must be taken.

For any student expelled for the first time and who has never been suspended: under the recommendation of a hearing officer, the Board of Education may shorten the length of or waive the expulsion period if the student successfully completes a Board specified program and meets any other conditions required by the Board.

In making a determination as to whether conduct is seriously disruptive of the educational process, the board of education or impartial hearing officer [Section 10-233d(b)] may consider, but such consideration shall not be limited to:

- whether the conduct occurred within close proximity of a school,
- whether other students from the school were involved or whether there was any gang involvement,
- whether the conduct involved violence, threats of violence or the unlawful use of a weapon, as defined in section 29-38, and whether any injuries occurred, and
- whether the conduct involved the use of alcohol.

2. ***Actions Leading To Expulsion***

a. A principal must request expulsion in cases where a student, grades three (3) through twelve (12), inclusive, has already been or exclusion will result in the student's being suspended more than ten (10) times or fifty (50) days in a school year, whichever results in fewer days of exclusion, or in circumstances under which the student will be prevented from completing a normal course of study.

b. A principal may request expulsion for students grades three (3) through twelve (12), inclusive, in cases where the principal has cause to believe:

i. That the student has committed conduct which has endangered persons or property or seriously disrupted the educational process **and** has violated a publicized policy of the Board of Education, and/or;

ii. That the student's past conduct at school is so serious as demonstrated by repeated violation of actions leading to suspensions to indicate that he/she will endanger persons or property or seriously disrupt the educational process if allowed to remain in school; or

iii. that the student's conduct while off school grounds violates a policy of the Board of Education and is seriously disruptive of the educational process.

Discipline/Student Conduct Policy, continued

3. *Procedures Governing Expulsion*

a. Upon receipt of an expulsion request and required school record, the Superintendent or his/her designee, shall conduct an inquiry within two (2) school days of the request. This inquiry may include an opportunity for an informal conference with the student and his/her parent or guardian.

b. If after the inquiry, the Superintendent or designee determines that a student ought to be expelled, he/she shall forward such request to the Board of Education within five (5) days of the conclusion of the inquiry.

c. The Board of Education shall, prior to expelling the student, conduct a hearing to be governed by the following procedures:

i. The student and his/her parent(s) or guardian(s) must be given reasonable notice prior to the date of the hearing.

ii. The notice shall contain: the date, time, and place of the scheduled hearing, the details of the grounds for the scheduled hearing, the details of the grounds for the proposed expulsion—including a narrative of the events leading to the expulsion—the names of any witnesses against the student, copies of any statements or affidavits of those witnesses, a detailed summary of any other information to be used in support of expulsion—including any record of past offenses or misbehavior, and whether any prior warnings or suspensions have been given, the proposed penalty, a statement of the student's rights as enumerated in Article 6 together with a copy of Article 6 and notice that the parents may be entitled to free or reduced legal services that are locally available through Connecticut Legal Services, 85 Central Avenue, Waterbury, CT.

iii. At the hearing, the student shall have the right to testify and produce witnesses and other evidence in his/her defense. The student shall have the right to demand that any witnesses against him/her appear in person to answer questions asked by the student or his/her representative.

iv. A student may be represented by any third party of his/her choice, including an attorney.

v. A student is entitled to the services of a translator, to be provided by the Board of Education, whenever the student or his/her parent(s) or guardian(s) does not speak the English language.

vi. The Board shall keep a verbatim record of the hearing, and the student or such student's parent or guardian shall be entitled to a copy of that record at his/her own expense unless the family of the student is indigent, in which case the record shall be provided free of charge.

vii. The Board shall report its final decision in writing to the student, stating finding of facts, the reasons on which the decision is based, and the penalty to be imposed. Said decision shall be based solely on evidence derived at the hearing.

viii. Within twenty-four (24) hours after its decision, the Board shall notify the parent(s) or guardian(s) of any minor pupil, of such action.

ix. The Board of Education shall mail a copy of its decision to the State Board of Education within five (5) days of the effective date of such action when required by statute.

Discipline/Student Conduct Policy, continued

d. Whenever the Board of Education expels a student, it shall offer such student an alternative education program. The parent(s) or guardian(s) of such student has the legal right to reject such a program without being subject to the truancy law. The parent(s) or guardian(s) of such student may challenge the adequacy of this program at a hearing before the Board held subject to the requirements of Connecticut General Statutes.

e. The Board of Education will not provide an alternative education program for a student who is expelled, if this individual case was decided on the conditions stated in C.G.S., Section 10-233d.(e).

f. Whenever a pupil is expelled pursuant to the provisions of this section, notice of the expulsion and the conduct for which the pupil was expelled shall be included on the pupil's cumulative educational record.

g. The Waterbury Board of Education may adopt the decision of a pupil expulsion hearing conducted by another school district. The pupil shall be excluded from school pending the expulsion period as identified by the student's previous educational facility and/or school. The excluded student may be offered an alternative educational opportunity.

5. ***Procedures Governing the Expungement of Expulsion Records***

a. Notice of an expulsion pursuant to C.G.S. §10-233d(f) and as set forth in section 3 of this policy, except for notice of an expulsion of pupils in grades nine through twelve, based on possession of a firearm or deadly weapon as described in subsection (a) of C.G.S. §10-233d as follows:

- **i.** shall be expunged from the cumulative educational record by the local or regional board of education upon a pupil graduating from high school;
- **ii.** may be expunged from the cumulative educational record by the local or regional board of education before a pupil graduates from high school if:
  - **a.** in the case of a pupil expelled for the first time and who has never been suspended, except for a pupil who has been expelled based on possession of a firearm or deadly weapon, for which the length of the expulsion period is shortened or the expulsion period is waived, such board determines that an expungement is warranted at the time such pupil completes the board-specified program and meets any other conditions required by such board, or
  - **b.** such pupil has demonstrated to such board that the conduct and behavior of such pupil in the years following such expulsion warrants an expungement.

6. ***Mandatory Expulsion Policy***

a. The Board of Education, in compliance with Connecticut General Statutes §10-233d, has adopted a policy under which whenever there is reason to believe that any student, grades kindergarten (K) to twelve (12), inclusive:

- **i.** on school grounds or at a school sponsored activity was in possession of a firearm as defined by law or
- **ii.** off school grounds to possess a firearm or did possess or use a firearm, instrument or weapon in the commission of a crime or
- **iii.** on or off school grounds offered for sale or distribution of a controlled substance, or possessed with intent to sell

shall be expelled for a period of one calendar year. The Board of Education may modify the period of expulsion for a pupil on a case by case basis. These students shall also be referred to the Criminal Justice System. Waterbury will maintain records that include: (1) the name of the school concerned; (2) the number of students expelled from the school; and (3) the type of weapons concerned. The Board of Education agrees to provide this information to the state upon request.

b. As to pre-K students enrolled in programs offered by the Board of Education, no preschool program provider shall expel any student enrolled except an expulsion hearing may be conducted whenever here is reason to believe that any child enrolled in such preschool program was in possession of a firearm as defined by Title 18 of the United States Code Section 921, on or off school grounds or at a preschool program-sponsored event. Such child shall be expelled for one calendar year if it is determined at the hearing that the child did possess a firearm. A preschool program may modify the period of expulsion for a child on a case by case basis.

c. The Gun-Free Schools Act, which was re-codified as section 4141 of the No Child Left Behind Act, obligates state educational agencies that receive federal funds to require that local educational agencies expel students who bring a "weapon" to school for no less than one calendar year, subject to exceptions on a case-by-case basis. The law defines "weapon" as a firearm as defined as 18 U.S.C. §921 (a), summarized as follows:

i. *The term "firearm" means -*
- **a.** any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
- **b.** the frame or receiver of any such weapon;
- **c.** any firearm muffler or firearm silencer; or
- **d.** any destructive device. Such term does not include an antique firearm.

ii. *The term "destructive device" means -*
- **a.** any explosive, incendiary, or poison gas,
- **b.** bomb,
- **c.** grenade,
- **d.** rocket having a propellant charge of more than four ounces,
- **e.** missile having an explosive or incendiary charge of more than one-quarter ounce,
- **f.** mine, or
- **g.** device similar to any of the devices described in the preceding clauses.

The statutory definition also includes any combination of parts designed or intended for use readily construction a "weapon" as defined above. The Act requires that students who bring such weapons to school be expelled for one calendar year. It permits the chief executive officer of the school district to make case by case exceptions in writing.

ARTICLE 6
DISCIPLINARY POLICY FOR PUPILS WITH DISABILITIES

1. Notwithstanding the foregoing, the following procedures shall apply to students who are eligible or have been identified as having one or more disabilities under the IDEA. (an "identified student").

Notwithstanding any provision to the contrary, if suspension or expulsion is considered as a consequence of an identified student's conduct, if an issue exists as to whether the conduct was the direct result of the district's failure to implement the IEP, or, if the Board of Education is

contemplating a change of placement for more than ten (10) school days per school year forth an identified student who has engaged in other behavior that violated any rule or code of conduct of the school district that applies to identified or non-identified students, the following procedures shall apply:

a. If an identified student engages in conduct that would lead to a recommendation for disciplinary action not contemplated by a child's behavior plan:

b. the parents of the student must be notified of the decision to take disciplinary action not later than on the date on which the decision to take that action was made and must also receive notice of all special education procedural safeguards; and

c. in the case of a recommendation for expulsion, or a disciplinary action that would result in the suspension of an identified student for greater than ten (10) school days per school year, the district shall convene the student's planning and placement team (PPT) as soon as possible, but in no case later than ten (10) school days after the recommendation for such discipline was made, for the purpose reviewing the relationship between the student's disability and the behavior that led to the recommendation for such discipline and whether the conduct directly relates to any failure to provide special education services set forth in the student's IEP, in order to determine whether the student's behavior was a manifestation of his/her disability. During the process of manifestation review, a student may be suspended for up to ten (10) school days. An identified student must not be suspended for more than ten (10) days per school year, without the school district's conducting a manifestation PPT.

2. If the PPT finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommendation for expulsion. The PPT shall consider the student's misconduct together with any unique circumstances and revise the IEP to prevent a recurrence of the misconduct and to provide for the safety of other students and staff. If the IEP of the identified student does not contain a current behavior intervention plan, the PPT must develop a behavior intervention plan to address the behavior that led to the disciplinary action. If the IEP of the identified student contains a current behavior intervention plan, the PPT must consider the use of positive behavioral interventions to address the child's behavior and convene as necessary to review and modify the behavior intervention plan to address the student's behavior.

If the PPT finds that the behavior was not a manifestation of the student's disabilities, the Administration may proceed with the recommended expulsion, to the extent that a non- identified student would be subject to such discipline. During any period of expulsion, or suspension of greater that ten (10) days per school year, an identified student shall receive an alternative education plan in accordance with the IEP as modified by the PPT in light of the student's exclusion. The special education records and disciplinary records of the student must be transmitted to the individual(s) who will make the final determination regarding a recommendation for exclusions of greater than ten (10) school days per year.

3. Notwithstanding the foregoing, the placement of an identified student may be changed as a disciplinary measure under the following circumstances:

Discipline/Student Conduct Policy, continued

a. School personnel may transfer an identified student to an appropriate interim alternative educational setting, another setting, or suspension for not more than ten (10) school days per school year if such disciplinary action would also apply to non-identified students; or

b. School personnel may transfer an identified student to an appropriate interim alternative education setting for not more than forty-five (45) school days if the student was in possession of a dangerous weapon, as defined in 18 U.S.C. 930(G)(2), as amended from time to time, on school grounds or at a school sponsored-activity, or

c. knowingly possessed or used illegal drugs or sold or solicited the sale of a controlled substance while at school or at a school-sponsored activity; or

d. School personnel may take disciplinary action against an identified student that would be taken against similar behavior by a non-identified student, including expulsion, if a PPT review of the relationship between the student's disability and the behavior subject to disciplinary action and a review of the district's implementation of the IEP concludes that the student's behavior was not a manifestation of the student's disability or due to the district's failure to implement the IEP. Under such circumstances, the Board of Education must continue to provide a free appropriate public education to the identified student.

e. The Board of Education may report a crime committed by an identified student to the appropriate law enforcement authority. When the Board reports such a crime, copies of the student's special education and discipline records must be transmitted for consideration by the authorities who received the report of the crime.

f. As used in the following subsection, the term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches in length.

4. Procedures concerning students who are eligible or who have been identified as having one or more disabilities under Section 504 of the Rehabilitation Act, which student does not fit the criteria under the IDEA as described in subsection 1 above (a "student with disabilities") are set forth below.: Notwithstanding the foregoing, the following additional procedures apply to a student with disabilities as defined in this subsection:

a. Notwithstanding any provision to the contrary, if suspension or expulsion is considered as a consequence of a student with disabilities' conduct, if an issue exists as to whether the conduct was the direct result of the district's failure to implement the Section 504 plan, or if the Board of Education is contemplating a change of placement for more than ten (10) school days per school year for a student with disabilities who has engaged in other behavior that violated any rule or code of conduct of the school district that applies to students with or without disabilities, the following procedures shall apply:

  i. If a student with disabilities engages in conduct that would lead to a recommendation for suspension or expulsion:

    a. the parents of the student must be notified of the decision to suspend or expel not later than on the date on which the decision to take that action was made.

Discipline/Student Conduct Policy, continued

b. the district shall convene the student's Section 504 Team (504 Team) as soon as possible but in no case later than ten (10) school days after the recommendation for such discipline was made, for the purpose of reviewing the relationship between the student's disability and the behavior that led to the recommendation for such discipline and whether the conduct directly relates to any failure to provide Section 504 services set forth in the student's Section 504 plan, in order to determine whether the student's behavior was a manifestation of his/her disability.

ii. If the Section 504 Team finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommendation for expulsion. The Section 504 Team shall consider the student's misconduct and revise the Section 504 Plan to prevent a recurrence of the misconduct and to provide for the safety of other students and staff. If the 504 Plan of the student with disabilities does not contain a current behavior intervention plan, the Section 504 Team must develop a behavior intervention plan to address the behavior that led to the disciplinary action. If the Section 504 Plan of the student with disabilities contains a current behavior intervention plan, the 504 Team must consider the use of positive behavioral interventions to address the child's behavior and convene as necessary to review and/or modify the behavior intervention plan.

iii. If the Section 504 Team finds that the behavior was not a manifestation of the student's disabilities, the Administration may proceed with the recommended expulsion, to the extent that a student without disabilities would be subject to such discipline. Even if the behavior is a manifestation of the student's disability, the "student with disabilities" placement may change to an appropriate interim alternate setting as set forth under subsection 3a through 3e above.

Legal Reference:
Connecticut General Statues
4-177 through 4-180. Contested Cases. Notice. Record.
10-233a through 10-233f Suspension, removal and expulsion of students, as amended by PA 95-304, PA 96-244, PA 98-139, PA 07-66, PA 07-122, PA 08-160, PA 09-82, PA 09-6 (September Special Session), PA 10-111, PA 14-229, PA 15-96, and PA 19091
21a-240(9) Definitions.
53a-3 Definitions.
PA 94-221 An Act Concerning School Discipline and Security.
PA 95-304 An Act Concerning, School Safety
PA 15-96 An Act Concerning Out-of-School Suspensions and Expulsions for Students in Preschool and Grades Kindergarten to Two
GOALS 2000: Educate America Act, Pub. L. 103-227.
18 U.S.C. 921 Definitions.
Title III - Amendments to the Individuals with Disabilities Act Sec. 314
Elementary and Secondary Schools Act of 1968, as amended by the Gun Free Schools Act of 1994
PL 105-17 The Individuals with Disabilities Act, Amendments of 1997
20 U.S.C. Section 7114, No Child Left Behind Act
Connecticut State Board of Education ED166 Report

Policy adopted by the Waterbury Board of Education on July 26, 2012, revised on December 18, 2014, revised on November 18, 2015, revised on May 5, 2016, revised on June 15, 2017, October 19, 2017, October 17, 2019, and June 13, 2023

Electronic Device

The Waterbury Board of Education is committed to maintaining a safe and productive learning environment that provides each student with an atmosphere free of disruptions.

Students may possess personal technological devices on school property and/or during school-sponsored activities per the mandates of this policy and any applicable administrative regulations as may be developed by the Superintendent of Schools.

A. Definitions

For the purposes of this policy, "District-Issued Technology" refers to computers and instructional technologies; communications and data management systems; informational technologies and the Internet; and any other technology resources owned and/or used by the school district and accessible by students including "Personal Technology" pouches.

For the purposes of this policy, "Personal Technology" refers to privately owned wireless and/or portable electronic hand-held equipment that can be used for word processing, wireless Internet access, image capture and recording, gaming, sound recording, information transmitting and/or receiving or storing information or data, etc. In addition, "Personal Technology" refers to Bluetooth devices and wearable technology, such as, but not limited to, iPads, tablets, smartwatches, gaming devices, and Airpods.

B. Responsibility for "Personal Technology" Devices

Students are responsible for the safety and use of their "Personal Technology." If "Personal Technology" is stolen, lost, or damaged, a report should be made to the building principal or designee, who will investigate the loss in a manner consistent with procedures for stolen or damaged personal property. Students and parents should be aware that the Board is not liable for any "Personal Technology" stolen, lost, or damaged while at school or during a school-sponsored activity. Therefore, students are advised not to share or loan their "Personal Technology" with other students.

C. Use of "Personal Technology" Devices

Except to the extent required by a student's Individualized Educational Plan or 504 plan and/or for other reasons approved by the building principal, all students are prohibited from using "Personal Technology" during the school day and are subject to disciplinary action outlined in (D) of this policy.

In addition, the following rules apply specifically to student use of cell phones during the school day:

1. Students in grades 6-12 may bring "Personal Technology" to school but must ensure that it is turned off, in Airplane mode, or silenced. When entering the school, "Personal Technology" must be locked in a district-issued "Personal Technology" pouch and kept there the entire school day. Students will unlock their district-issued pouch at dismissal.

2. Students in grades PK-5 may bring "Personal Technology" to school but must ensure that it is turned off, in Airplane mode, or silenced. "Personal Technology" must remain completely out of view for the entire school day and cannot be used at any time.

D. Disciplinary Action*

Misuse of "Personal Technology" in an inappropriate or prohibited manner and/or using such devices in any manner inconsistent with this policy will result in disciplinary action as outlined in the most current student handbook under the section entitled "Personal Technology." Disciplinary action will follow a tiered approach.

At each tier, the administrator or designee will review the policy with the student, inform parents/guardians, and document the offense.

If a student loses or damages the district-issued "Personal Technology" pouch, the student must acquire a new one from the school following the guidelines outlined in the most current student handbook.

*Administrators have flexibility with consequences for students who fall under DCF Care, McKinney-Vento, and similar circumstances.

~~The Waterbury Board of Education is committed to maintaining a safe and productive learning environment that provides each student with an atmosphere that is free of disruptions.~~

~~1. The use of electronic devices during the academic day disrupts and interferes with the educational process and will not be tolerated. Students will be subject to disciplinary procedures and confiscation of the device if it is either visible and/or used during regular school hours. Parents, upon appearing at school, will be given the confiscated devices on all second offenses.~~

~~2. Disciplinary action will be taken against any student for using a cellular telephone, iPod, beepers, walk man type player, laser pens and any other types of electronic device that is otherwise not banned by this policy, in any manner that disrupts the educational environment.~~

~~3. In no case will any personal communication device be allowed that provides for a wireless, unfiltered connection to the Internet or which has the capability to take photographs or any kind. The sending, sharing, viewing, or possessing pictures, e-mails, or other material of a sexual nature in electronic or any other form on a cell phone or other electronic device is prohibited in the school setting and is subject to disciplinary action.~~

~~**High School and Middle School:**~~
~~**1st offense:** Confiscate, warning and notify parent, return to student at the end of the school day.~~
~~**2nd offense:** Confiscate, in school suspension or after school detention, item to be returned to parent/legal guardian only at the end of the school day.~~
~~**3rd offense:** Confiscate, out of school suspension, item to be returned to parent/legal guardian only at the end of the school day.~~

~~**Elementary School:**~~
~~**1st offense:** Confiscate, warning and notify parent, return to student at the end of the school day.~~
~~**2nd offense:** Confiscate, warning and/or probation, item to be returned to parent/legal guardian only at the end of the school day.~~

~~**3rd offense:** Confiscate, out of school suspension or in school suspension if available, item to be returned to parent/legal guardian only at the end of the school day.~~

Legal Reference:

Connecticut General Statutes (P.A. 95-304, S.8, 9: P.A. 96-108, S. 1, 3)
History: P.A. 95-304 effective July 1, 1995: P.A. 96-108 designated the existing
Sec. Subsec (a) and added Subsec (b) re cellular mobile telephones, effective July 1, 1996

Policy adopted by the Waterbury Board of Education on July 26, 2012

Students 5141.5

Suicide Prevention and Intervention

The Board of Education recognizes that suicide is a complex issue and that, while the school may recognize a potentially suicidal youth, it cannot make a clinical assessment of risk and provide in-depth counseling. Instead, the Board directs school staff to refer students who may be at risk of attempting suicide to an appropriate service for assessment and counseling.

The Board of Education recognizes the need for youth suicide prevention procedures and will establish program(s) to identify risk factors for youth suicide, an assessment to determine risk, procedures to intervene with such youth, referral services and training for teachers, other school professionals and students to provide assistance in these programs.

Any school employee who may have knowledge of a suicide threat must take the proper steps to report this information to the building Principal or his/her designee who will, in turn, notify the appropriate school officials, the student's family and appropriate resource services.

In addition, information regarding the 988 crisis line should be made widely available in schools and district offices. Text should note to call 988 if you are in emotional distress and/or you are having suicidal ideations. It should also include that by calling 988, you will be provided with support and connected to resources if needed.

Information concerning a student's suicide attempt, threat, or risk will be shared with others to the degree necessary to protect that student and others.

Legal Reference: Connecticut General Statutes
10-221(e) Boards of education to prescribe rules.

Policy adopted by the Waterbury Board of Education on September 6, 2012

FAFSA Completion Program

The Board of Education (Board) recognizes that college, for many students, continues to be an important pathway that helps to provide students with the necessary skills for work and for lifelong learning. In addition, research has indicated the students who complete the Free Application for Federal Student Aid (FAFSA) are more likely to attend college with financial aid.

In compliance with Public Act 23-204 sections 319-320, beginning with classes graduating in 2025, graduating students must have completed a Free Application for Federal Student Aid (FAFSA), completed and submitted to a public institution of higher education an application for institutional financial aid for students without legal immigration status, or completed a waiver, on a form prescribed by the Connecticut State Department of Education (CSDE) signed by the student's parent/legal guardian or by the student if 18 years of age or older.

A principal, school counselor, teacher, or other certified educator may complete the waiver on behalf of any student if the certified educator affirms that they have made a good faith effort to contact the parent/legal guardian or student about the completion of the application.

~~Many Connecticut students, eligible for college, fail to complete the FAFSA each year, resulting in the loss of funds that could help support their postsecondary education.~~

~~The Board acknowledges that Connecticut has, for eligible school districts, implemented a FAFSA Completion Challenge (Challenge). This Challenge is based on the premise that FAFSA completion is strongly associated with postsecondary enrollment and outcomes. Students who complete the FAFSA, in greater numbers, attend college directly from high school in comparison to non-completers.~~

~~Note: *The statewide FAFSA Challenge is a partnership between the State Department of Education (SDE) and the Connecticut College and Career Readiness Alliance. This partnership aims to strengthen postsecondary access and enrollment by raising FAFSA completion rates among high school seniors.*~~

~~Therefore, the Board, through this policy, sets as a goal a District initiative to improve the completion rates for FAFSA among grade 12 students and students in District adult education programs. This goal aims to strengthen District efforts to improve postsecondary enrollment and student outcomes and to make it easier for students to attend postsecondary education.~~

The Superintendent and/or designee will initiate new strategies to increase yearly student FAFSA completion rates. The Board may accept gifts, grants, and donations, including in-kind donations, to implement this policy.

~~As a currently SDE designated alliance district, the Board will add to the list of goals that it includes in its application to the Commissioner of Education for alliance district funds the goal of implementing its policy to improve FAFSA completion rates by grade 12 and for adult education students.~~

As required, the Board will publish and make available on the District website the annual

FAFSA student completion rate for the graduating class of each high school within the District.

Legal Reference: Connecticut General Statutes
P. A. 21-199 An Act Concerning Various Revisions and Additions to the Statutes Relating to Education and Workforce Development, Sect. 6, 7, 8.

Public Act 23-204 An Act Concerning the State Budget for the Biennium Ending June 30, 2025, and Making Appropriations Therefor, And Provisions Related to Revenue and Other Items Implementing the State Budget Sections 319-320

Policy adopted by the Waterbury Board of Education on June 15, 2022

#11a

ESSER/ARP Monthly Expenditure Report
Board of Education Workshop
June 6, 2024

ESSER I

Beginning Date March 2020
Ending Date September 2022

Total Grant : $9,394,519

Public Portion - $8,462,310
$8,462,310 YTD Exp/Enc
$ 0 YTD Balance

Non-Public Portion: $932,209
$932,209 YTD Exp/Enc
$ 0 YTD Balance

ESSER II

Beginning Date December 2020
Ending Date September 2023

Total Grant : $41,651,124

$41,651,124 YTD Exp/Enc
$ 0 YTD Balance

ARP ESSER III

Beginning Date May 2021
Ending Date September 2024

Total Grant : $89,691,176

$80,618,607 YTD Exp/Enc
$9,072,569 YTD Balance

Detail of Encumbrance/Expenditures

ESSER I

- Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
- Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging Carts; Data Switches & Wireless Headphones
- HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
- Covid staff testing fees;
- Fire safety equipment
- Bilingual materials
- PPE/Health & Safety Supplies; Handwashing Stations

ESSER II

- GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
- Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
- Transportation for Summer School; Summer school program supplies
- Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
- Translation Services
- SEL Curriculum
- Technology Professional Development Training
- Portrait of Graduate Development and Assessment
- CTE Supplies and Wilby Greenhouse Renovation
- Food Service Deficit;
- Facility Study
- Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
- Design Services – Auditorium Upgrades; Air Handler Units; Mechnical Upgrades & Rotella Boiler
- Summer school field trips
- Boiler replacement /Tinker school and Kingsbury
- School counselor Summer program
- New Mentors Summer training
- Design services –HVAC for Wilby, NEMS,WSMS,Crosby, Wallace, State St, Wilson
- Design services- Boiler replacement for Driggs, Maloney, Washington, Generali)
- Boiler replacement –Rotella
- SEL Curriculum
- Naviance
- Duct & Vent Cleaning (Carrington, Duggan,Gilmartin, Reed)
- Reboot pilot program
- Crosby Bypass piping
- Auditorium Upgrades (WAMS, WSMS, Rotella, Kennedy, Laurel Hill Complex & Bergin Complex)
- HVAC upgrades (Duggan, Gilmartin)
- Boiler replacement (Rotella)
- Summer program STEM kits
- Boilers replacement (Driggs, Generali, Maloney and Washington)
- Removal and replacement of 3 playscapes (Chase, Regan, Rotella)
- Summer day Camp (Waterbury Youth Service)
- Commissioning Services (Noresco)
- Summer Camp field trip
- Duct & Vent Cleaning (WAMS, Maloney, Rotella)
- Furniture (Moved from Esser III to II)
- ESS (substitutes)
- Moved HVAC expenses from ARP Esser III to Esser II

WATERBURY PUBLIC SCHOOLS

ARP ESSER III

- (2) PT Crisis Youth Intervention Clinicians;
- Accountant III
- Facility Operation Manager
- Extra Class Stipends for Teachers covering shortage areas (High Schools);
- Partners in Education (CT Center for School Change);
- Outside Counsel Legal Fees for ARP ESSER Contracts;
- Curriculum Update- Pear Deck & Legends of Learning;
- Instructional Supplies & Equipment (School Principals Needs)
- Resources to Support Curriculum(Home Learning);
- Equity Training Services
- State Street Playground Equipment
- HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Wams, Kennedy Fan Replacement.
- Upgrade furniture, fixtures and equipment based on school needs.
- Digital platform to connect students with mentors.
- Amplify reading student license, mCLASS DIBELS
- Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
- SAFE after school program/behavioral clinicals
- Nearpod, Kami, Rubicon subscription
- Summer programs-Boys & Girls club
- Workshop Athletic program
- Biliteracy Training program
- Enrichment programs in the Community (Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
- Design services for HVAC (Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali)
- Harvard Graduate school- training school turnaround leaders
- Linguistica International –translation services
- Cormier Consulting
- Varsity Tutors
- Removal and replacement of 6 playscapes (Bunker Hill, Driggs ,Sprague, Hopeville, Tinker, Washington)
- Radiator Covers
- Multi-tired system of supports for behavior (Branching Minds).
- Water cooled chiller for Wilby
- Design fees for VRF/DOA for 6 elementary schools
- Summer programs (PAL, YMCA,Seven Angels)
- Imagine learning (licenses for online learning)
- Furniture (Moved from Esser III to II)
- Quill (Middle & high school licenses)
- Moved HVAC expenses from ARP Esser III to Esser II
- Google workspace for Education
- Students Chromebooks

- Removal and replacement of playscape at Carrington
- Rubrik update
- Waterbury Bridge to Success
- HVAC construction fees at Wilby and NEMS
- Kitchen construction fees at Crosby and Wilby
- Lightspeed Audio solution
- HVAC Replacement at Crosby/Wallace
- Construction for conversion of Crosby weight room into PE
- HVAC replacement at Kennedy
- HVAC at 13 elementary schools (Bucks Hill,Chase, Driggs, Generali, Hopeville, Tinker, Bunker Hill, International, Kingsbury, Regan, Sprague, Washington, Wilson)
- HVAC construction fees at WAMS
- Carrington Learning Park security cameras

#11b

Waterbury Board of Education

FY2023-2024

April
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$9,717,780	$9,532,780	$7,705,806	$0	$1,826,974	$9,540,507	($7,727)
511102	Teachers	$51,253,563	$43,130,345	$31,487,681	$0	$11,642,664	$43,873,759	($743,414)
511104	Superintendent	$444,926	$444,926	$367,036	$0	$77,890	$454,426	($9,500)
511106	Early Incentive Certifiied	$912,614	$912,614	$991,676	$0	($79,062)	$991,676	($79,062)
511107	Certified Coaches	$770,000	$770,000	$503,701	$0	$266,299	$770,000	$0
511108	School Psychologists	$1,244,266	$644,266	$384,873	$0	$259,393	$569,872	$74,394
511109	School Social Workers	$2,188,529	$2,048,529	$1,395,203	$0	$653,326	$2,037,361	$11,168
511110	Speech Pathologists	$2,375,493	$2,375,493	$2,015,438	$0	$360,055	$2,877,157	($501,664)
511111	Assistant Superintendent	$165,000	$165,000	$139,933	$0	$25,067	$173,250	($8,250)
511113	Extra Compensatory Stipend	$105,000	$105,000	$0	$0	$105,000	$110,267	($5,267)
511201	Non-Certified Salaries	$2,704,766	$2,704,766	$2,307,252	$0	$397,514	$2,622,195	$82,571
511202	Clerical Wages	$1,205,011	$1,205,011	$824,487	$0	$380,524	$1,047,227	$157,784
511204	Crossing Guards	$361,867	$361,867	$341,086	$0	$20,781	$432,698	($70,831)
511206	Educational	$450,000	$450,000	$214,040	$0	$235,960	$286,701	$163,299
511212	Substitute Teachers	$150,000	$150,000	$463,065	$28,840	($341,905)	$510,235	($360,235)
511215	Cafeteria Aides	$80,000	$80,000	($5,562)	$0	$85,562	($5,562)	$85,562
511217	Library Aides	$191,191	$191,191	$107,123	$0	$84,068	$137,797	$53,394
511219	School Clerical	$2,311,182	$2,311,182	$1,559,403	$0	$751,779	$2,007,403	$303,779
511220	Fiscal Administration	$693,869	$693,869	$405,300	$0	$288,569	$512,416	$181,453
511222	Transportation Coordinator	$204,822	$204,822	$159,919	$0	$44,903	$203,562	$1,260
511223	Office Aides	$180,000	$180,000	$135,442	$0	$44,558	$172,887	$7,113
511225	School Maintenance Non-Certified	$2,821,584	$2,821,584	$1,892,657	$0	$928,927	$2,347,325	$474,259
511226	Custodians Non-Certified	$5,858,425	$5,758,425	$4,099,003	$0	$1,659,422	$5,080,586	$677,839
511227	Overtime - Outside Activities	$200,000	$200,000	$268,629	$0	($68,629)	$325,000	($125,000)
511228	Paraprofessionals	$10,633,662	$10,358,662	$7,868,988	$0	$2,489,674	$10,187,098	$171,564
511229	Bus Duty	$265,000	$265,000	$1,250	$0	$263,750	$265,000	$0
511232	Attendance Counselors	$127,965	$127,965	$96,826	$0	$31,139	$127,821	$144
511233	ABA Behaviorial Therapist	$1,755,992	$1,005,992	$776,048	$0	$229,944	$990,586	$15,406
511234	Interpreters	$199,353	$199,353	$113,705	$0	$85,648	$151,463	$47,890
511238	Swing Space	$0	$0	$0	$0	$0	$0	$0
511236	Snow Removal	$0	$0	$46,188	$0	($46,188)	$46,188	($46,188)
511237	Swing Space	$0	$0	$1,602	$0	($1,602)	$1,602	($1,602)
511650	Overtime	$640,000	$640,000	$1,041,771	$0	($401,771)	$1,296,590	($656,590)
511653	Longevity	$7,990	$7,990	$7,135	$0	$855	$7,135	$855
511700	Extra Police Protection	$686,607	$686,607	$258,433	$6,847	$421,327	$686,607	$0
511800	Vacation and Sick Term Payout	$120,055	$120,055	$97,442	$2,356	$20,257	$120,055	$0
522501	Health Insurance-General	$9,000,000	$9,000,000	$9,000,000	$0	$0	$9,000,000	$0
529001	Car Allowance	$70,000	$70,000	$88,861	$98	($18,959)	$100,000	($30,000)
529003	Meal Allowances	$24,800	$25,040	$24,797	$400	($157)	$25,197	($157)
Subtotal Salaries		**$110,121,312**	**$99,948,334**	**$77,186,235**	**$38,541**	**$22,723,558**	**$100,084,087**	**($135,753)**

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$2,000,000	$4,300,000	$3,245,362	$492,850	$561,788	$4,300,000	$0
533009	Evaluation	$5,000	$0	$0	$0	$0	$0	$0
533020	Consulting Services	$325,000	$478,048	$374,233	$88,365	$15,450	$478,048	$0
533100	Auditing	$59,500	$59,500	$58,000	$1,500	$0	$59,500	$0
539005	Sporting Officials	$25,000	$25,000	$8,887	$1,453	$14,659	$12,000	$13,000
539008	Messenger Service	$30,000	$30,000	$11,644	$0	$18,356	$30,000	$0
543000	General Repairs & Maintenance	$1,388,000	$1,397,266	$1,048,192	$221,791	$127,283	$1,397,266	$0
543011	Maintenance - Service Contracts	$800,000	$800,000	$573,672	$175,893	$50,436	$800,000	$0
544002	Building Rental	$568,956	$568,956	$476,834	$79,371	$12,750	$568,956	$0
545002	Water	$250,000	$250,000	$175,554	$0	$74,446	$250,000	$0
545006	Electricity	$3,129,855	$3,129,855	$2,250,626	$0	$879,229	$3,188,686	($58,831)
545013	Security/Safety	$125,000	$125,000	$114,064	$5,338	$5,599	$125,000	$0
551000	Pupil Transportation	$17,993,591	$20,493,591	$14,125,415	$4,323,450	$2,044,726	$20,000,000	$493,591
553001	Postage	$45,000	$45,000	$35,152	$0	$9,848	$45,000	$0
553002	Telephone	$175,000	$182,000	$162,293	$3,739	$15,967	$208,000	($26,000)
553005	Wide-area Network (SBC)	$93,600	$93,600	$59,895	$19,756	$13,949	$93,600	$0
556055	Tuition - Outside	$12,100,000	$16,532,667	$12,527,283	$3,016,267	$989,117	$16,981,555	($448,888)
556056	Purchased Service - Outside	$3,000,000	$3,750,000	$2,506,731	$766,845	$476,424	$4,047,781	($297,781)
557000	Tuition Reimbursement	$6,000	$6,000	$39,227	$0	($33,227)	$44,000	($38,000)
558000	Travel Expenses	$5,000	$6,153	$4,600	$0	$1,553	$6,153	$0
559001	Advertising	$32,500	$25,000	$19,304	$4,160	$1,536	$32,500	($7,500)
559002	Printing & Binding	$15,000	$15,425	$2,203	$0	$13,222	$15,425	$0
559104	Insurance - Athletics	$26,000	$19,851	$19,851	$0	$0	$26,000	($6,149)
Subtotal Purchased Services		**$42,198,002**	**$52,332,912**	**$37,839,024**	**$9,200,776**	**$5,293,112**	**$52,709,469**	**($376,557)**
Supplies/Materials								
561100	Instructional Supplies	$1,620,000	$1,621,484	$1,242,208	$58,275	$321,000	$1,337,199	$284,285
561200	Office Supplies	$75,590	$67,808	$60,456	$4,914	$2,438	$65,370	$2,438
561204	Emergency/Medical Supplies	$2,000	$0	$0	$0	$0	$0	$0
561210	Intake Center Supplies	$3,500	$3,469	$3,469	$0	$0	$3,469	$0
561211	Recruitment Supplies	$50,000	$50,000	$38,391	$3,750	$7,859	$50,000	$0
561212	Medicaid Supplies	$8,000	$6,643	$4,443	$2,161	$40	$6,603	$40
561501	Diesel	$185,092	$166,674	$104,513	$41,676	$20,485	$166,674	$0
561503	Gasoline	$249,360	$249,360	$172,794	$19,505	$57,062	$235,000	$14,360
561504	Heating Oil	$0	$0	$0	$0	$0	$0	$0
561505	Natural Gas	$1,666,000	$1,666,000	$1,036,002	$0	$629,998	$1,549,243	$116,757
561507	Janitorial Supplies	$275,000	$395,000	$345,904	$28,130	$20,966	$395,000	$0
561508	Electrical Supplies	$50,000	$50,000	$40,431	$6,036	$3,533	$50,000	$0
561509	Plumbing Supplies	$100,000	$100,000	$77,418	$14,698	$7,884	$100,000	$0
561510	Building & Ground Supplies	$220,000	$220,000	$179,524	$34,154	$6,322	$220,000	$0
561511	Propane	$406,094	$353,018	$281,144	$0	$71,874	$281,144	$71,874
567000	Clothing Supplies	$40,000	$40,614	$33,618	$6,959	$38	$40,000	$614
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,990	$0	$10	$2,000	$0
569010	Recreational Supplies	$15,000	$11,162	$11,162	$0	$0	$11,162	$0
569029	Athletic Supplies	$130,000	$137,296	$107,267	$13,816	$16,213	$137,296	$0
Subtotal Supplies/Materials		**$5,097,636**	**$5,140,528**	**$3,740,732**	**$234,075**	**$1,165,721**	**$4,650,159**	**$490,368**

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$12,124	$12,124	$601	($601)	$12,725	($602)
575200	Office Equipment	$150,000	$150,000	$43,477	$85,658	$20,865	$129,135	$20,865
575408	Plant Equipment	$40,000	$40,000	$35,217	$2,437	$2,346	$39,719	$281
Subtotal Property		**$205,000**	**$202,124**	**$90,818**	**$88,696**	**$22,610**	**$181,579**	**$20,545**
Other/Miscellaneous								
589021	Mattatuck Museum	$13,000	$13,000	$12,660	$340	$0	$13,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$17,351	$1,725	$1,624	$20,700	$0
589036	Emergency Fund	$9,350	$9,299	$9,299	$0	$0	$9,299	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$5,891	$0	$4,109	$10,000	$0
589205	Coaches Reimbursements	$5,000	$5,000	$2,568	$0	$2,432	$5,000	$0
589900	Dues & Publications	$60,000	$66,000	$64,081	$521	$1,398	$64,602	$1,398
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$135,000	$127,104	$72,999	$0	$54,105	$127,104	$0
Total Other/Miscellaneous		**$753,050**	**$751,103**	**$684,848**	**$2,586**	**$63,668**	**$749,705**	**$1,398**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$119,541,657**	**$9,564,675**	**$29,268,668**	**$158,374,999**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$41,216,739**	**$41,216,739**	**$24,039,864**	**$0**	**$17,176,875**	**$41,216,739**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$44,841,739**	**$44,841,739**	**$24,039,864**	**$0**	**$20,801,875**	$0	**$3,625,000**
GRAND TOTAL ALL FUNDING		**$203,216,739**	**$203,216,739**	**$143,581,521**	**$9,564,675**	**$50,070,543**	**$158,374,999**	**$3,625,000**

#13

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, June 6, 2024**
BOARD MEETING: **Thursday, June 20, 2024**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
M. Waters	WAMS atrium and café: Mon., Aug. 19th and Tues., Aug. 20th, 2024 8:00am – 3:00 pm (New Teacher Orientation)
K. Nizzardo	West Side Media Ctr. & 6 rooms: Thurs., August 22nd 8am – 11am (Science Professional Development)
K. Nizzardo	Career Academy 10 rooms: Wed., Dec. 4th 8am – 3pm (10classrooms including 6 science labs)
L. Richard	Career Academy Rm. 416 & 426: June 25th and June 26th 7:30am-4pm (State CNA exam testing)
C. Cruess	Rotella community rm.: Tues., June 4th 10:30am-1:30pm (Sunshine Club end of year celebration)
M. Vargas	Gilmartin café: Tues., June 11th 5:00 – 8:00 pm (parent/teacher meeting & Bridge to Success)
M. Rodriguez	Gilmartin café: Monday, June 10th 6:00-8:00 pm (8th Grade semi-formal dance)
Registrar of Voters T. Begnal/A. Desjardins	Primary Election: Tuesday, August 13, 2024 (14 school sites)

SCHOOL PERSONNEL USE ONLY

DATE: **5/15/24**

TO: SCHOOL BUSINESS OFFICE

FROM: **Marissa Waters (Talent & Professional Development Supervisors) Human Capital Department**

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: **Waterbury Arts Magnet School**

X Atrium Auditorium ☐ Gymnasium ☐ Swimming Pool

X Café/Rooms

DATES REQUESTED: **Monday, August 19 & Tuesday, August 20, 2024**

FROM: **8:00 am** TO: **3:00 pm**

FOR THE FOLLOWING PURPOSES:
24-25 Waterbury Public Schools New Teacher Orientation

Marissa Waters
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: 5/21/24

TO: SCHOOL BUSINESS OFFICE

FROM: Kari Nizzardo

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: West Side MS Media Center and 6 classrooms

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: August 22, 2024

FROM: 8:00 AM am/pm TO: 11:00 AM am/pm

FOR THE FOLLOWING PURPOSES:

Science Professional Development- The classrooms we will be reserving are G235, B211, B212, R249, R247, G267

Kari Nizzardo
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

SCHOOL PERSONNEL USE ONLY

DATE: 5/22/24

TO: SCHOOL BUSINESS OFFICE

FROM: Kari Nizzardo

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Waterbury Career Academy HS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 12/4/24

FROM: 8 am am/pm TO: 3 pm am/pm

FOR THE FOLLOWING PURPOSES:

10 classrooms needed including 6 science labs

Kari Nizzardo
APPLICANT

Please note the following provisions:
When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

Book K

SCHOOL PERSONNEL USE ONLY

DATE: 5/23/24

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WCA

4th/6th

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: June 25th & 26th

FROM: 7:30 am/pm TO: 4 am/pm

FOR THE FOLLOWING PURPOSES:

State CNA Exam Testing

Linda Richard
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: 5/22/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Carla Cruess - Rotella Magnet School

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Rotella Magnet School

☑ Community Room from

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: June 4, 2024

FROM: 10:30 (am)/pm TO: 1:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Our Sunshine Club's yearly end of the year celebration (catered lunch).

Carla Cruess

APPLICANT ccruess@waterbury.k12.ct.us

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: 5/24/24

TO: SCHOOL BUSINESS OFFICE

FROM: Gilmartin Elementary School

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: Tuesday, June 11th, 2024

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Gilmartin and Waterbury Bridge to Success' POW parent-teacher group meeting.

Melissa A Vargas
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.

Cook

SCHOOL PERSONNEL USE ONLY

DATE: 5/29/2024

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

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: June 10th, 2024

FROM: 6 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

8th grade semi-formal 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.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 6-4-24

TO: SCHOOL BUSINESS OFFICE

FROM: Registrar of Voters

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: 14 Schools

☐ AUDITORIUM ☑ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Tuesday, August 13, 2024

FROM 5:00 am/pm TO 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Voting

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.

DEPARTMENT OF REGISTRARS OF VOTERS

THE CITY OF WATERBURY

CONNECTICUT

May 28, 2024

Board of Education Members
236 Grand Street
Waterbury CT, 06702

Dear Board of Education Members:

We are writing to request the use of the following schools for the August Primary Election which will take place on August 13th. We will need to be in the facility starting around 5:00 am on the day of the election.

Kennedy Highschool
Gilmartin Elementary
Kingsbury Elementary
Sprague Elementary
Wendell Cross Elementary
Regan Elementary
Carrington School
Maloney School
Waterbury Career Academy
International Dual Language School
Crosby Highschool
Tinker Elementary
Reed School
Chase Elementary

Our office would also kindly ask that the name and cell phone number of the Maintainer, who is responsible for opening the building, be given to our office prior to the election.

Please feel free to contact us should you have any questions.

Sincerely,

Teresa Begnal

Alexandra Desjardins

#14

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, June 6, 2024**
BOARD MEETING: **Thursday, June 20, 2024**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
REQUESTING WAIVERS:	
Be A Baller Not A Bully D. Zimmerman	Wilby gym/café: Sat., June 29th 7am-9pm and Sun., June 30th 7am-8pm (Basketball Camp) ($3,654.)
J. Robinson Legacy Foundation M. Thompson	Wilby gym: Saturday, Aug. 3rd 8am – 8pm (Basketball Tournament/Jordan Isaiah Robinson) ($1,092.)
Bags Foundation N. Reddick	Career Academy field: Sat., July 13th 10am – 2pm (Football Camp) ($420.)
Wtby. Ballers T. Lott	Sprague gym: July 22 – 26 8:30am-4:30pm (Basketball Camp) ($1,890.)
GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:	
Hispanic Coalition Inc. - V. Cuevas	Wilby upper field: Sundays 10am-6pm June 7 – Sept. 29
Gilmartin Community Club: R. Barry	Gilmartin café: Tues., June 18th 7:00-9:00 pm (monthly meeting)
Greater Wtby. Children's Theater B. Orlando	Rotella aud. café, music rm.: April to July auditions, , rehearsals and performances
Golden Years Theatre Corp. R. Tansley	Rotella aud.: April to July-auditions, rehearsal and performances.

MONEY COLLECTED TO DATE:	**$ 33,261.00**

Mook
10

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 Duval Zimmerman NAME OF ORGANIZATION Be A Baller Not A Bully

ADDRESS 200 Yale St 145 Waterbury CT 06704 TELEPHONE # 203-519-9475
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES June 29th - 30th ROOM(S) Lunch Room & Gym

OPENING TIME 7 a.m. CLOSING TIME 9 p.m PURPOSE Basketball

ADMISSION (if any) — CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 500

SIGNATURE OF APPLICANT [signature] DATE May 13, 2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

Duval Zimmerman

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. DZ (PLEASE INITIAL)

(3) ($3,654)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR SERVICE PER CUST

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.

SAT. MAY 4p
SUN. 7AM - 8pm

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 Application for Building Permit)

APPLICANT/ORGANIZATION: Be A Baller NOT A Bully

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Wilby Gym

DATE(S): June 29	TIMES: 7AM - 9pm
DATE(S): June 30	TIMES: 7AM - 8pm
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

5-13-24
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

Building Usage Fees	Custodial Fees	Security Deposit
$	$ 3,654.-	$

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

Book

APPLICANT Melissa Thompson NAME OF ORGANIZATION Jordan Isaiah Robinson Legacy Foundation

ADDRESS 26 Hidden Pond Dr. Waterbury CT 06704 TELEPHONE # (917) 523-7007
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby H.S DATES 8/3/2024 ROOM(S) Gymnasium

OPENING TIME 8:00 AM CLOSING TIME 5:00 PM PURPOSE Basketball tournament

ADMISSION (if any) $5.00 CHARGE TO BE DEVOTED TO Jordan Isaiah Robinson legacy Foundation

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 50

SIGNATURE OFAPPLICANT M. Thompson DATE 5/10/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Melissa Thompson, Stacey Robinson, Jermaine Robinson, Jae'Quon Robinson

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. MT (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service (2w) ($1,092)

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. JK

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

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USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Melissa Thompson for The Jordan Isaiah Robinson Legacy Foundation

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gymnasium

DATE(S): 8/3/2024 or TIMES: 5:00 pm - 8:00 pm

DATE(S): 7/27/2024 TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

5/10/2024
Date

Melissa Thompson
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ Building Usage Fees | $ 1,092.- 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

Scanned with CamScanner

Took

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 Nakia Reddick NAME OF ORGANIZATION BAGS Foundation CT

ADDRESS 541 Wolcott st Waterbury CT 06705 TELEPHONE # 203-591-1182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Career academy DATES July 13 ROOM(S) Football Feild

OPENING TIME 10am CLOSING TIME 2pm PURPOSE Foot Ball Camp

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN 100

SIGNATURE OFAPPLICANT [signature] DATE 5/20/202

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Nakia Reddick 203-591-1182 541 Wolcott st waterbury CT 06705

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 (2) ($420.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES _____ NO

OK 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

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: BAGS Foundation CT

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Career academy/Football Feild

DATE(S): July 13, 2024 TIMES: 10am - 2pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5/20/2024
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 420.- 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

BOK

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06704 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Sprague DATES 7/22 - 7/26 ROOM(S) Gym

OPENING TIME 8:30 AM CLOSING TIME 4:30 pm PURPOSE Basketball Program

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 12 CHILDREN 50

SIGNATURE OF APPLICANT DATE 5-21-24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Date of Building Permit)

APPLICANT/ORGANIZATION: Waterbury Ballers

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Sprague Gym

DATE(S): July 22-26 TIMES: 8:30-4:30

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5-21-24
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1,890. 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# SALSA SOCCER

APPLICANT Vic Cuevas NAME OF ORGANIZATION Hispanic Coalition Inc

ADDRESS 135 E. Liberty St (street) WTBY (city) CT (state) 06706 (zip code) TELEPHONE # 2034375772

SCHOOL REQUESTED Wilby Soccer DATES 6-7- ~~10-20-2024~~ 9-29 ROOM(S) Wilby upper Soccer Field.

OPENING TIME 10Am CLOSING TIME 6PM PURPOSE Soccer League

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN_____

SIGNATURE OFAPPLICANT Vic Cuevas DATE May 15, 2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Vic Cuevas Po Box 2421 WTBY CT 06722 (203) 437-5772

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings._____(PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:_____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE_____YES_____NO

PLEASE READ THE FOLLOWING CAREFULLY

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.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Sundays
June - Sept
7th 29th

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 (street) 06706 (city) (state) (zip code) TELEPHONE # 755-1652

SCHOOL REQUESTED Gilmartin DATES Tues. 6/18/24 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 5-23-24

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

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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)

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PROVAL DATE

SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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 Ben Orlando NAME OF ORGANIZATION Greater Waterburv Children's

ADDRESS 32 Pendleton St New Haven CT 06511 TELEPHONE # 203-707-7828
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella Magnet School DATES See Rehearsal Schedule ROOM(S) Auditorium, Cafeteria, and music room

OPENING TIME See Auditions and Rehearsal times CLOSING TIME PURPOSE

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO Auditions, rehearsals, and show dates Rehearsals for Matilda the musical

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS approx 10... CHILDREN approx, 100...

SIGNATURE OF APPLICANT DATE 4/4/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Danielle Orlando 323 Derby Ave Derby CT 203 892-7594

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____(PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

GWCT

April
7th (2-8pm)
9th (6-9pm)
22nd, 23rd, 29th,30th (6pm-9pm)

May
6th 7th, 13th, 14th, 20th, 21st, 28th (6-9pm)

June
3rd , 4th , 10th , 11th , 17th , 18th , 19th , 20th (6-9pm)
The shows will be June 21st, 22nd , 28th, and 29th at 7pm and June 23rd and 30th at 1pm, but we will most likely need access to the space a few hours before the shows.

We should have more updated times for the shows in June by next week.

2. We can cancel rehearsal to observe Memorial Day no problem.

3. June 23 , 25, 26 time will be 5:30-10pm TECH WEEK

4.June 28- 3-10pm
June 29- 3-10pm
June 30- 10-4pm
July 5- 3-10pm
July 6- 3-10pm
July 7-10-4pm
The musical runtime is 2 hrs and 35 mins and we will need time to get the show ready, and sound check, etc .
We would like to get into the space 4 hours before showtimes
I hope this clears everything up. If we could also get in April 7 at 1:30pm so we can set up auditions before parents and kids arrive at 2 and April 9 at 5:30pm before parents and kids arrive at 6pm, that would be amazing.

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 Robert TANSLEY NAME OF ORGANIZATION Golden Years Theatre Comp.

ADDRESS 481 Homestead Ave WTBY, CT 06705 TELEPHONE # 203-525-5003
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES See Attached ROOM(S) Aud.

OPENING TIME _____ CLOSING TIME _____ PURPOSE See Attached

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 For Rehearsals CHILDREN 300 Per Show

SIGNATURE OFAPPLICANT Robert E Tansley DATE 5/14/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Robert Tansley, 481 Homestead Ave WTBY 06705 203-525-5003

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. RET (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE X YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

VK

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Tansley

Auditions at Rotella
Sat, April 13.....11:00-2:00
Tues, April 16.....6:00-9:00
Thurs, April 18.....6:00-9:00

	All rehearsals are 6 to 9
Day and Date Rehearsals	**Who is needed**
Thursday April 25	principals only and actors with diolouge
Tuesday April 30	principals only and actors with diolouge
Thursday May 2	principals only and actors with diolouge
Tuesday May 7	Full Cast
Thursday May 9	principals only and actors with diolouge
Tuesday May 14	Full Cast
Thursday May 16	principals only and actors with diolouge
Tuesday May 21	Full Cast
Thursday May 23	principals only and actors with diolouge
Tuesday May 28	Full Cast
Thursday May 30	
Tuesday June 4	Full Cast
Thursday June 6	principals only and actors with diolouge
Tuesday June 11	Full Cast
Thursday June 13	principals only and actors with diolouge
Tuesday June 18	Full Cast
Thursday June 20	principals only and actors with diolouge
Tuesday June 25	Full Cast
Thursday June 6	principals only and actors with diolouge
Tuesday June 11	Full Cast
Thursday June 13	principals only and actors with diolouge
Tuesday June 18	Full Cast
Thursday June 20	principals only and actors with diolouge
Tuesday June 25	Full Cast

Thursday June 27	principals only and actors with diolouge
July 2,4,9,11 6 to 9	Full Cast July 2 Set up sets
Friday July 12 Flying by Foy	Load in flying apprentice time unknown at this time ?
Saturday July 13 6 to 10	Flying Rehearsal
Sunday July 14 Production Week	Flying rehearsal 2 to 5..... run show 6 to 10
July 15,16,17,18 4 to 10	Run Show
July 19, 20, 26, 27	show at 7:00 Cast Call at 5:00 - ?
July 21/28	show at 2:00 Cast Call 12:00 - ?

5
9
7 x 4
7 x 4
7 x 2

84

COMMUNICATIONS

May 15, 2024 through
June 4, 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

May 6, 2024

Rayanne Piccochi
32 Hans Ave.
Waterbury, CT 06708

Dear Ms. Piccochi:

Your request for a transfer from the Education Department – Driggs Elementary School to the Education Department – State Street School, in the same classification, has been approved.

Your rate of pay as a School Secretary will remain the same. Your official start date in this position was July 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
Lisa Ariola-Simoes, Principal @ State St.
Jennifer Rosser, Principal @ Driggs
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 6, 2024

Kerson Etienne
255 Citizens Ave.
Waterbury, CT 06704

Dear Mr. Etienne:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240789) at $17.24 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 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 10, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 14, 2024

Tracy Fitzgerald
59 Old Colony Dr.
Waterbury, CT 06708

Dear Ms. Fitzgerald:

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 #20240668) 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, May 23, 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 May 16, 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

May 28, 2024

Alexix Ruiz
337 Moran St.
Waterbury, CT 06704

Dear Mr. Ruiz:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240817) at $17.24 per hour. Please contact Mike 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, June 6, 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 30, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

May 28, 2024

Anthony Korsko
72 Clematis Ave., 1st Fl.
Waterbury, CT 06708

Dear Mr. Korsko:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240838) at $17.24 per hour. Please contact Mike 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, June 6, 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 30, 2024 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file

GOOD JOBS LIAISON COMMITTEE
Thursday – May 16, 2024
Meeting at 6:00 P.M.
Purchasing Conference Room - #101 – 1st Floor, City Hall
235 Grand Street, Waterbury, CT 06702

AGENDA

Call to Order:

Pledge of Allegiance:

Roll Call:

Public Speaking:

Approval of Minutes – Thursday, February 15, 2024

New Business:

A. Administrator's Reports
   Joe Diorio – *Manager of Construction Services*
   Northwest Regional Workforce Investment Board

Old Business:

Adjournment

WATERBURY CITY CLERK
RECEIVED
2024 MAY 15 P 2:38

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project: HVAC Crosby-Wallace
Construction Manager: Saracco Mechanical

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	749	6	138	18%	1	241	32%	2	217	29%	0	0	0%	0	217	29%	1	26	3%	0
Feb	2361	32	325	14%	5	567	24%	7	744	32%	0	0	0%	0	744	32%	7	77	3%	1
Mar	2072	17	345	17%	2	311	15%	2	716	35%	0	0	0%	0	716	35%	5	0	0%	0
Total	**5182**	**54**	**808**	**16%**	**8**	**1119**	**22%**	**11**	**1678**	**32%**	**0**	**0**	**0%**	**0**	**1678**	**32%**	**8**	**103**	**2%**	**2**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project:9 school playscapes
Construction Manager: MTJ Landscape

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	104	3	29	28%	0	0	0%	0	41	40%	0	0	0%	0	41	40%	0	41	40%	1
Feb	173	3	0	0%	0	0	0%	0	14	8%	0	0	0%	0	14	8%	0	0	0%	0
Mar	0		0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Wallace	**276**	**5**	**29**	**10%**	**0**	**0**	**0%**	**0**	**55**	**20%**	**0**	**0**	**0%**	**0**	**55**	**20%**	**1**	**41**	**15%**	**1**

Northwest Regional Workforce Investment Board
Good Jobs 2nd Qtr Report
Jan-March 2024-
Project:School Auditoriums
Construction Manager: JA Rosa

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	116	5	22	19%	2	15	13%	1	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Feb	106	4	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Mar	34	4	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Total	**257**	**12**	**22**	**9%**	**2**	**15**	**6%**	**1**	**0**	**0%**	**0**	**0**	**0%**	**0**	**0**	**0%**	**0**	**0**	**0%**	**0**

Northwest Regional Workforce Investment Board
Good Jobs 4th Qtr Report
January 2024-March 2024
Project:BH/Wash school elevators
Construction Manager: JA Rosa

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	897	17	121	14%	3	86	10%	2	70	8%	0	0	0%	0	70	8%	2	34	4%	1
Feb	123	3	4	3%	1	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Mar	3	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Total	**1023**	**21**	**125**	**12%**	**4**	**86**	**8%**	**2**	**70**	**7%**	**0**	**0**	**0%**	**0**	**70**	**7%**	**160%**	**34**	**3%**	**1**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan-March 2024
Project:Carrington Park
Construction Manager: Dayton

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	175	7	17	9%	0	0	0%	0	17	9%	0	0	0	0	17	9%	0	17	9%	0
Feb	373	6	79	21%	1	0	0%	0	78	21%	0	0	0	0	78	21%	1	60	16%	1
Mar	235	3	3	1%	0	0	0%	0	23	10%	0	0	0	0	23	10%	1	5	2%	0
Total	**782**	**16**	**98**	**12%**	**1**	**0**	**0%**	**0**	**117**	**15%**	**0**	**0**	**0%**	**0**	**117**	**15%**	**1**	**81**	**10%**	**1**

Northwest Regional Workforce Investment Board
Good Jobs 4th Qtr Report
Jan 2024-Mar 2024
Project: City Playscapes
Construction Manager: MTJ Landscape

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	166	3	35	21%	1	0	0%	0	51	31%	0	0	0%	0	51	31%	1	35	21%	1
Feb	0	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Mar	0	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Total	**166**	**3**	**35**	**21%**	**1**	**0**	**0%**	**0**	**51**	**31%**	**0**	**0**	**0%**	**0**	**51**	**31%**	**1**	**35**	**21%**	**1**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project: East Mountain Club
Construction Manager: J.A. Rosa

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	0	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Feb	200	6	56	28%	1	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Mar	936	20	159	17%	3	116	12%	1	261	28%	0	0	0%	0	261	28%	4	0	0%	0
Total	**1136**	**26**	**215**	**19%**	**4**	**116**	**10%**	**1**	**261**	**23%**	**0**	**0**	**0%**	**0**	**261**	**23%**	**0**	**0**	**0%**	**0**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project: Exchange Place Utilities
Construction Manager: CJ Fucci

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	978	10	0	0%	0	24	0	25%	107	11%	0	76	8%	1	182	19%	1	0	0%	0
Feb	449	7	28	6%	0	0	0	0%	55	12%	0	26	6%	0	80	18%	1	0	0%	0
Mar	217	2	0	0%	0	0	0	0%	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Total	**1644**	**19**	**28**	**2%**	**0**	**24**	**1%**	**25%**	**161**	**10%**	**0**	**101**	**6%**	**1**	**262**	**16%**	**2**	**0**	**0%**	**0**

Northwest Regional Workforce Investment Board
Good Jobs 4th Qtr Report
Sep 2023-
Project:Hamilton Park Pool
Construction Manager:Montagno Construction

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	1687	21	339	20%	4	147	9%	2	436	26%	0	0	0%	0	436	26%	4	179	11%	2
Feb	919	15	255	28%	3	139	15%	2	279	30%	0	0	0%	0	279	30%	3	128	14%	1
Mar	1421	15	393	28%	4	68	5%	1	1019	72%	0	0	0%	0	1019	72%	8	94	7%	1
Total	**4026**	**51**	**987**	**25%**	**10**	**354**	**9%**	**5**	**1734**	**43%**	**0**	**0**	**0%**	**0**	**1734**	**43%**	**7**	**401**	**10%**	**4**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project: HVAC Wilby-North End
Construction Manager: Action Air

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	143	5	31	22%	0	29	20%	1	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Feb	0	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Mar	56	2	16	29%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Total	**198**	**6**	**47**	**24%**	**1**	**29**	**14%**	**1**	**0**	**0%**	**0**	**0**	**0%**	**0**	**0**	**0%**	**0**	**0**	**0%**	**0**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project:Odd Fellows bldg
Construction Manager: Kaybar

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	1217	19	194	16%	3	0	0%	0	549	45%	0	96	8%	1	645	53%	6	106	9%	2
Feb	1866	22	194	10%	3	0	0%	0	695	37%	0	96	5%	1	791	42%	7	106	6%	2
Mar	1252	10	72	6%	1	0	0%	0	1172	94%	0	48	4%	1	1220	97%	8	72	6%	1
Total	**4335**	**51**	**459**	**11%**	**6**	**0**	**0%**	**0**	**2415**	**56%**	**0**	**240**	**6%**	**2**	**2655**	**61%**	**13**	**283**	**7%**	**4**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project:Sidewalks 2023
Construction Manager: Colonna

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	70	1	26	36%	0	0	0%	0	70	100%	0	35	50%	0	105	150%	1	26	36%	0
Feb	1136	17	236	21%	4	0	0%	0	947	83%	0	34	3%	1	980	86%	12	191	17%	4
Mar	1255	12	168	13%	2	0	0%	0	1085	86%	0	0	0%	0	842	67%	7	168	13%	2
Total	**2460**	**30**	**430**	**17%**	**6**	**0**	**0%**	**0**	**2102**	**85%**	**0**	**69**	**3%**	**1**	**1927**	**78%**	**13**	**385**	**16%**	**6**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project: Washington Park Pool
Construction Manager: Montagno

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	352	6	18	5%	1	9	3%	0	94	27%	0	0	0%	0	94	27%	1	0	0%	0
Feb	24	1	0	0%	0	0	0%	0	24	100%	0	0	0%	0	24	100%	1	0	0%	0
Mar	192	7	64	33%	3	24	13%	0	96	50%	0	18	9%	0	113	59%	1	0	0%	0
Total	**567**	**15**	**82**	**14%**	**4**	**33**	**6%**	**0**	**214**	**38%**	**0**	**18**	**3%**	**0**	**231**	**41%**	**2**	**0**	**0%**	**0**

Northwest Regional Workforce Investment Board
Good Jobs 1st Qtr Report
Jan 2024-Mar 2024
Project:9 school playscapes
Construction Manager: MTJ Landscape

Month	Total Hours	Avg # People On Site	Residents Goal: 30%			Apprentices Goal: 25%			Minorities Goal: 10%			Women Goal: 5%			Minority and/or Women Goal: 25%			Minority Residents Goal: N/A		
			Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#	Hours	%	#
Jan	104	3	29	28%	0	0	0%	0	41	40%	0	0	0%	0	41	40%	0	41	40%	1
Feb	173	3	0	0%	0	0	0%	0	14	8%	0	0	0%	0	14	8%	0	0	0%	0
Mar	0		0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0
Wallace	**276**	**5**	**29**	**10%**	**0**	**0**	**0%**	**0**	**55**	**20%**	**0**	**0**	**0%**	**0**	**55**	**20%**	**1**	**41**	**15%**	**1**

GOOD JOBS LIAISON COMMITTEE

Thursday – February 15, 2024

Meeting at 6:00 P.M.
Cass Gilbert Room – 1st Floor, City Hall
235 Grand Street, Waterbury, CT 06702

SUMMARY MINUTES

► Call to Order: @ 6:04 PM

► Pledge of Allegiance: OBSERVED

► Roll Call:

(5) PRESENT	(1) ABSENT
Blake, I. (arrived @ 6:33 PM)	*Brown, E*
Hardy, F	
Iacoviello, M.	
Spring, M.	
Tyson-Wood, W.	
Martinez-McCarthy, S. (Chairwoman)	

ALSO, PRESENT:
Joe Diorio (Non-Voting)

► Public Speaking: **NONE**

► Approval of Minutes (Special Meeting – November 30, 2023)

On a motion of Commissioner Spring, duly seconded by Commissioner Tyson-Wood, the Commission voted unanimously to APPROVE the aforementioned minutes.

► New Business:

A. Administrator's Reports

Joe Diorio – *Manager of Construction Services*
Northwest Regional Workforce Investment Board

- Joe Diorio reviewed and provided updates on the fourth quarter 2023 report.
- Joe Diorio emphasizes that the report for the fourth quarter of 2023 achieved the milestone of 10% in minorities.

▶ Old Business: **NONE**

▶ Adjournment

On a motion of Commissioner Iacoviello, duly seconded by Commissioner Spring, the Commission voted unanimously to ADJOURN @ 6:47 PM.