

Board of Education

REGULAR MEETING

Thursday, January 16, 2025 – 5:30 p.m.

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

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

A G E N D A

1. *Silent Prayer*

2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Communications*

- a) Copy of communication dated December 10, 2024 from Civil Service certifying Susan Maxwell for the position of Food Service Worker.
- b) Copy of communication dated December 11, 2024 from Civil Service certifying Soenis Lajara for the position of Food Service Worker.
- c) Copy of communication dated December 12, 2024 from Civil Service certifying Genise O'Brien for the position of Food Service Worker.
- d) Copy of communication dated December 13, 2024 from Civil Service certifying Mohamed Khan for the position of Carpenter.
- e) Copy of communication dated December 20, 2024 from Civil Service certifying Tremayne Gladding for the position of Maintainer I.
- f) Communication dated January 6, 2025 from Doreen Biolo regarding the City's Comprehensive Annual Financial Report, State Single Audit Report, and Federal Single Audit for 2022-2024.
- g) Copy of communications dated January 9, 2025 from Civil Service certifying Wilgladys Correa Santiago and Elena Proano for the position of Food Service Helper and Marcela Visciano for the position of Lead Food Service Helper.
- h) Copy of communications dated January 13, 2025 from Civil Service certifying Yesenia Hernandez and Rhonda Greene for the position of Food Service Helper.

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

6. *Interim Superintendent's Announcements*

7. *President's Comments*

8. *Student Representative Comments*

9. *Consent Calendar*

9.1 *Committee of the Whole:* Request approval to file a non-priority grant application with the Commissioner of Administrative Services for the proposed Partial Roof Replacement for the Bergin Education Complex Project.

9.2 *Committee of the Whole:* Request approval of the preparation of schematic drawings and outline specifications for the proposed Partial Roof Replacement for the Bergin Education Complex Project.

- 9.3 *Committee of the Whole*: Request approval of the establishment of a Building Committee for the proposed Partial Roof Replacement for the Bergin Education Complex Project.
- 9.4 *Committee on Finance*: Request approval of a Professional Services Agreement with Math Concepts, Inc. for Math Teacher Coaching.
- 9.5 *Committee on Finance*: Request approval of Amendment One (1) to the Professional Services Agreement (RFP #7120) with Linguistica International to provide Phone and/or Video On-Demand Translation Services.
- 9.6 *Committee on Finance*: Request approval of a Professional Services Agreement (RFP #8241) with SLR International Corporation for On-call Environmental Services and AHERA Inspection.
- 9.7 *Committee on Finance*: Request approval of Amendment One (1) to the Professional Services Agreement with The Mattatuck Historical Society for Museum Tours and Education.
- 9.8 *Committee on Finance*: Request approval of a Professional Services Agreement with Area Cooperative Educational Services (ACES) to provide fiduciary agent and administration support with respect to the LEAP Program.
- 9.9 *Committee on Building & School Facilities*: Use of school facilities by school organizations and/or City departments.
- 9.10 *Committee on Building & School Facilities*: Use of school facilities by outside organizations and/or waiver requests.

10. *Items removed from Consent Calendar*

11. *Committee of the Whole* – Vice President Brown

- 11.1 Request approval of the Educational Specifications for the proposed Partial Roof Replacement for the Bergin Education Complex Project.

12. *Committee on Finance* – Commissioner Orso

- 12.1 Request approval of a Professional Services Agreement with Automated Logic Contracting Services, Inc. for preventative maintenance services to the Building Management System.
- 12.2 Request approval of a Construction Contract with NEWS, LLC. to provide demolition of a portable addition at Woodrow Wilson Elementary School.

- 12.3 Request approval of a Professional Services Agreement with Brightly Software, Inc. for a Cloud-based Facility Management System.
- 12.4 Request approval to apply for the Connecticut State Department of Education “Chefs to Schools” grant.

13. *Interim Superintendent’s Notification to the Board*

13.1 Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>School</u>	<u>Effective</u>
Samaroo, David	Intra-District Boys Volleyball Coach	CHS	03/24/25
Borrelli, Christopher	Girls Tennis Coach	CHS	03/24/25
Samaroo, David	Assistant Unified Sports Coach	CHS	01/09/25

13.2 Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/ PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bracey, Bryant	College & Career Coord./Wilby	FT	\$25/hr	F UPSEU69	Alliance 24-25	01/02/25
Browne, Jill	Tutor (Certified) Driggs	PT	\$35/hr	NONBOE	Title I-DW 24-26	12/02/24
Eason, Taloria	Parent Liaison Generali	FT	\$20.51/hr	UPSEU 69	Title I-DW 24-26	01/02/25
Mejia, Adonai	Parent Liaison Bucks Hill Pre-K	FT	\$20.51/hr	UPSEU 69	Priority 24-25	01/02/25
Rosario Ramirez, Gabriela	Secretary 3 Welcome Center	FT	\$18.96/hr	UPSEU 69	Title II-A District 24-26	12/12/24

13.3 Extended School Hour (ESH) Appointments effective immediately:

<u>School</u>	<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Generali	Poulter	Dennis	Lead Teacher
Generali	Hulteen	Lisa	Teacher

13.4 Miscellaneous appointments:

<u>Employee</u>	<u>Position/Location</u>
Baslile, Dave	Mastery Based Panel Member/WHS
Caisse, Tyler	Choreographer-Spring Show/WAMS
Franks Blanchard, Lauren	Mastery Based Panel Member/KHS
Germain, Ben	Mastery Based Panel Admin./State Street & Enlightenment
Kelly, Wendy	Mastery Based Panel Member/WHS
Pantoni, Dino	Mastery Based Panel Administrator/KHS
Riddick, DeAndre	Mastery Based Panel Member/KHS
Sincuir, Silvia	Mastery Based Panel Member/WHS

13.5 Retirements:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Ecke, Lisa	Rotella/PreK Regular Ed	06/30/25
Dizenzo, Jessica	WMS/World Language-Spanish	06/30/25

13.6 Resignations:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Morales, Barbara	Bunker Hill/Grade 5	12/31/24
Burstiner, Lillian	WMS/ELA Grade 8	01/02/25
McLane, Michael	NEMS/Special Education	01/31/25
Pulie, Lisa	CHS/Social Studies	01/17/25
Boll, Deana	WHS/Special Education	01/24/25

14. ***Committee Chair Reports***

15. ***Adjournment***

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.1

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve to file a non-priority grant application with the Commissioner of Administrative Services for the proposed Partial Roof Replacement for the Bergin Education Complex Project.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.2

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the preparation of schematic drawings and outline specifications for the proposed Partial Roof Replacement for the Bergin Education Complex Project.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.3

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the establishment of a Building Committee for the proposed Partial Roof Replacement for the Bergin Education Complex Project. Such Committee shall consist of Commissioners LaToya Ireland, Elizabeth Brown, Jacqueline Jackson, Rocco Orso, and Melissa Serrano-Adorno.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.4

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a Professional Services Agreement with Math Concepts, Inc. for Math Teacher Coaching.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.5

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve Amendment One (1) to the Professional Services Agreement (RFP #7120) with Linguistica International to provide Phone and/or Video On-Demand Translation Services.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.6

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a Professional Services Agreement (RFP #8241) with SLR International Corporation for On-call Environmental Services and AHERA Inspection.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.7

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve Amendment One (1) to the Professional Services Agreement with The Mattatuck Historical Society for Museum Tours and Education.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.8

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a Professional Services Agreement with Area Cooperative Educational Services (ACES) to provide fiduciary agent and administration support with respect to the LEAP Program.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.9

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
K. Yamashita-Iverson	Maloney café: Friday, January 31, 5:00pm - 7:30pm (Japanese New Year for 5 th graders and their families)
Silas Bronson Library M. Tierney	Kennedy gym.: Tuesday, January 7, 5:00pm - 7:30pm, set-up library display Wilby gym.: Wednesday, January 15, 5:00pm - 7:30pm, set up library display (to display library to those attending basketball games)
V. Boucher	Wilby room 111: Saturdays, January 4 - March 1, 9:00am - 3:00pm (robotics building for March event)
E. Betjeman	WAMS College/Career resource room: January 14, 5-8:00pm, Craft Room January 21, 5:00pm - 8:00pm, Book Club February 11, 5:00pm - 8:00pm, modern calligraphy February 25, 5:00pm - 8:00pm, journaling workshop April 8, 5:00 - 8:00pm, book workshop March 17, 5:00pm - 8:00pm Craft Night
N. French-Graham Boost Site Coordinator	International School: Saturday, January 25, 10:00am - 3:00pm (Pop Up Pantry/ food distribution)
J. Tulley Band Director	Crosby auditorium: Wednesday & Thursday, January 8 & 9, rehearsals during school & Thursday, Jan. 9, 7-9pm (Winter Concert Performance)
A. Lame Comm. Development	Chase café: Wed., January 29, 4:00pm - 7:00pm, public input meeting (re: 2025-2029 Five-year consolidation plan)
T. Afable	Gilmartin café: Monday, January 27, 5:15pm - 7:30pm (Family Fun STEAM night)
Bridge to Success N. French-Graham	International School gym: January 14 - March 25, 6:45am - 8:35am (Kids Rise Up Program) International School gym: January 13 – March 28, 3:45pm - 5:45pm (Life & leadership skills thru basketball)
N. Albini	West Side media center: Monday, January 13, 3:00pm - 5:00 pm (Wtby. Public Schools Health & Wellness Advisory Council)
E. Perez	Washington gym: Saturday, January 25, 8:30am - 11:00am (Morning Bingo) (snow date: February 1)

BOARD OF EDUCATION

Waterbury, Connecticut

#9.9
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M. Pogodzienski	West Side media center: Friday, February 7, 3:15pm - 6:00pm (First aid & CPR training for after school and administrative staff)
*A. Polanco	Wallace media ctr.: Wed., Jan. 15 th 5 – 7 pm (SGC Meeting)
*T. Afable	Gilmartin café: Tues., Jan. 14 th 5:40-7:00pm PTO meeting Tues., Feb. 11 th 5:30-7:00pm PTO meeting Tues., March 11 th 5:30-7:00pm PTO meeting
*Housing Authority C. D’Orso	Duggan café: Tues., Jan. 14 th 5:00-6:30 pm (tenant meeting with Housing Authority)
*C. Machol	WAMS atrium: Thurs., Jan. 23 rd 5:45 – 8:30 pm (Open Mic Night)
*D. Bakewell	Maloney School: Sat., Jan. 11 th 12:30 – 2:30 pm (School tours for prospective families)
*E. Devin	North End café: Thurs., Jan. 23 rd 5 – 7:30pm (Multi-Cultural potluck dinner) (snow date: 1/30/25) North End front parking lot: Wed., May 28 th 3:30 – 7:30 pm (Ram Fam Jam) (rain date: 6/4/25)
*T. Afable	Gilmartin gym: Weekdays Jan.16 th thru April 9 th 2:50-5:00 pm Gilmartin café, stage, rms.: January – March 2:50 – 5:00 pm (Bridge to Success After School Programs)
*M. Harris	Career Academy rm. 118: Sat., Jan. 18 th 8am – 2pm (meeting for Robotics)
*E. Lanza	Gilmartin café: Tues., Jan. 21 st 5:15 – 6:30 pm (Chorus Concert) Gilmartin gym: Wed., Jan. 22 nd 5:00 – 6:00 pm (Instrumental Concert)
*A. Lame	Hopeville gym: Wed., Jan 22 nd 3:30-8:00 pm (community needs/public input on the five-year consolidation plan)
*Nicholas Albini COO	West Side Middle School Media Center: January 27, 2025, 3-5pm (WPS Health & Wellness Advisory Committee)

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/2/25

TO: SCHOOL BUSINESS OFFICE
FROM: Kazumi Yamashita-Iverson

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Friday, 1/31/2025

FROM: 5:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

We will have "Shinnenkai", the New Year
Celebration for 5th grades and their families.

Kazumi Iverson
APPLICANT

.....
Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: January 2, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Silas Bronson Library

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

NAME OF SCHOOL REQUESTED: **KENNEDY**

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: Tuesday, January 7, 2025

FROM: 5:00 pm

TO: 7:30pm

FOR THE FOLLOWING PURPOSES:

Set up at the Holy Cross vs. Kennedy Boys' Basketball Game to promote the library.

**Will need a 6 ft. rectangular table
and 2 chairs set up**

Michael Tierney
Librarian III

.....

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: January 2, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Silas Bronson Library

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

NAME OF SCHOOL REQUESTED: **WILBY**

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Wednesday, January 15, 2025

FROM: 5:00 pm TO: 7:30pm

FOR THE FOLLOWING PURPOSES:

Set up at the Kennedy vs. Wilby Boys' Basketball Game to promote the library.

**Will need a 6 ft. rectangular table
and 2 chairs set up**

Michael Tierney
Librarian III

.....

Please note the following provisions:

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

hook ✓

SCHOOL PERSONNEL USE ONLY

DATE: JAN 2, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: VINCENT BOUCHER

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

NAME OF SCHOOL REQUESTED: WILBY HIGH SCHOOL

ROOM 111

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: JAN 4, 11, 18, 25 - FEB 1, 8, 15, 22 - MARCH 1

FROM: 9:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

WILBY ROBOTICS BUILD FOR 2025 EVENT

 Vincent Boucher
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.

Scanned ✓
Jan 2.

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Betjemann / WAMS

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Jan. 14, 2025

FROM: 5:00 am/pm

TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Winter Craft Night hosted by CCRC + PTSD.

Eva Betjemann
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.

1/20/25

SCHOOL PERSONNEL USE ONLY

DATE: 12/19/2024

TO: SCHOOL BUSINESS OFFICE
FROM: Eva Behemann

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 1/21/25

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Book Club

Eva Behemann
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: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Betjemann

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms
CCRC

DATES REQUESTED: Feb. 11, 2025

FROM: 5:00 am/pm

TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Modern Calligraphy with card making workshop

Eva Betjemann
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: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Behemann

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms
CCRC

DATES REQUESTED: Feb. 25, 2025

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Journaling Workshop

Eva Behemann
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: 12/19/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Behemann

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms
CCRC

DATES REQUESTED: April 8, 2025

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Art of the Book workshop

Eva Behemann
APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: 12/20/24

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Betjemann

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Cafe/Rooms

DATES REQUESTED: Monday, March 17, 2025 CCRC

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Spring Craft Night sponsored by the
CCRC for students + parents

Eva Betjemann
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.

1700K

SCHOOL PERSONNEL USE ONLY

DATE: 12/20/24

TO: SCHOOL BUSINESS OFFICE

FROM: Nadia French-Graham
(Boost! Site Coordinator)

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

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐

Auditorium

☒

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: January 25th, 2025

FROM: 10:00 AM am/pm

TO: 3:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

Pop-up Food Pantry to provide free food distribution, essential supplies, and community support services to families in need. The event will include the distribution of fresh produce, non-perishable items, and household essentials, as well as resources and information on available community services. This event aims to assist local families and individuals facing food insecurity, ensuring access to nutritious food and support in a welcoming and accessible environment.



APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: 12/17/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Mr. Jordan Tulley
Band Director
Wallace Middle School

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

NAME OF SCHOOL REQUESTED: Crosby High School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED:

FROM: Wednesday, January 8th 2024 8:00a.m.

TO: Thursday, January 9th 2024 7:30p.m.

FOR THE FOLLOWING PURPOSES:

Wallace Middle School winter concert (on the evening of January 9th) and in-school rehearsals on Wednesday, January 8th and Thursday, January 9th

Jordan Tulley
APPLICANT

.....
Please note the following provisions:

1200k

SCHOOL PERSONNEL USE ONLY

DATE: 12/30/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Office of Community Development

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

NAME OF SCHOOL REQUESTED: Chase Elementary

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: January 29, 2025

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

FOR THE FOLLOWING PURPOSES:

To hold a community needs hearing to receive
public input on the 2025-2029 Five-Year
Consolidated Plan.

City of Waterbury Community Development
APPLICANT
Albano Lome

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.

1/look

SCHOOL PERSONNEL USE ONLY

DATE: Wednesday, December 18th
2024

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: Monday, January 27th, 2024

FROM: 5:05 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family Fun STEAM night.


APPLICANT
Taylor H. Felt

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.

Yank

SCHOOL PERSONNEL USE ONLY

DATE: 1/2/25

TO: SCHOOL BUSINESS OFFICE
FROM: Nadia French-Graham
Boost! Site Coordinator

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

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: January 14th-March 25th

FROM: 6:45AM am/pm TO: 8:35AM am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Bridge to Success/WPS in collaboration with Kids Rise Up/Built 4 Success
have a fun-filled program designed to help students develop critical life skills such as
communication, problem-solving, and teamwork through yoga, play, and engaging
activities. Students will learn valuable tools to succeed in both academics and life.



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: 1/2/25

TO: SCHOOL BUSINESS OFFICE
FROM: Nadia French-Graham
Boost! Site Coordinator

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

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: January 13th-March 21st
FROM: 3:45 PM am/pm TO: 5:45PM am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Bridge to Success/WPS in partnership with AI3 Leadership University, this
program focuses on building life and leadership skills through basketball. Students will
develop key qualities such as teamwork, discipline, and leadership, equipping them with
tools to become future leaders in their communities.

N. French-Graham
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: December 27, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

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

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday, January 13, 2025

FROM: 3:00 am/pm ☐ TO: 5:00 am/pm ☐

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; No equipment or
technology needed; no food. 15 to 20 people. Set up 8 tables in a square with 24 chairs
(6 at each table).


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.

dyook
1/3/25

SCHOOL PERSONNEL USE ONLY

DATE: 1/3/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Eileen Perez

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

NAME OF SCHOOL REQUESTED: Washington School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool

Café/Rooms/Library

DATES REQUESTED: Saturday, January 25, 2025

from 8:30 -11:00am (time includes set up and clean up) "Snow Day February 1st"

FOR THE FOLLOWING PURPOSES:

For morning bingo

Eileen Perez

APPLICANT

.....
Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: January 7, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Marcy Pogodzienski - 21st Century/ARP ESSER/SDE After School Programs

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

NAME OF SCHOOL REQUESTED: West Side Middle School - Media Center

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Friday, February 7, 2025

FROM: 3:15 PM am/pm

TO: 6:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

First Aid & CPR training for 21st Century/SDE after school teaching and administrative staff

Marcy Pogodzienski

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.

youth

SCHOOL PERSONNEL USE ONLY

DATE: 1-8-25

TO: SCHOOL BUSINESS OFFICE

FROM: Anabel Polanco

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

NAME OF SCHOOL REQUESTED: Wallace M. School
Media center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 1-15-2025

FROM: 5:00 am/pm ☒ TO: 7:00 am/pm ☒

FOR THE FOLLOWING PURPOSES:

First SGC Meeting

Anabel Polanco
APPLICANT

.....
Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: January 8th, 2025

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, January 14th, 2025

FROM:

5:30 am/pm

TO:

7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Gilmartin PTO meeting

APPLICANT

Taylor Afable

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.

Thick

SCHOOL PERSONNEL USE ONLY

DATE: January 8th, 2025

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: February 11th, 2025

FROM: 5:30 am/pm

TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Gilmartin PTO meeting

[Signature]
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: March 11th, 2025

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:

March 11th, 2025

FROM:

5:30

am/pm

TO:

7:00

am/pm

FOR THE FOLLOWING PURPOSES:

Gilmartin PTO meeting

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.

1780/k

SCHOOL PERSONNEL USE ONLY

DATE: January 7, 2025

TO: SCHOOL BUSINESS OFFICE
FROM: Housing Authority of the City of Waterbury (WHA)
Christian D'Orso, Executive Director chris.dorso@waterburyha.org

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

NAME OF SCHOOL REQUESTED: DUGGAN SCHOOL

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: January 14, 2025

FROM: 5:00 pm TO: 6:30pm

FOR THE FOLLOWING PURPOSES:

Tenant meeting (approximately 20 attendees) for WHA property on Lawrence St.



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.

✓

12/00/20

SCHOOL PERSONNEL USE ONLY

DATE: January 7, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Housing Authority of the City of Waterbury (WHA)
Christian D'Orso, Executive Director chris.dorso@waterburyha.org

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

NAME OF SCHOOL REQUESTED: DUGGAN SCHOOL

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: January 14, 2025

FROM: 5:00 pm TO: 6:30pm

FOR THE FOLLOWING PURPOSES:

Tenant meeting (approximately 20 attendees) for WHA property on Lawrence St.

Chen

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: 1/8/24

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Cynthia Machol

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ ^{Atrium}
~~Cafe/Rooms~~

DATES REQUESTED: 1/23/25

FROM: 5:45 am/pm TO: 8³⁰ am/pm

FOR THE FOLLOWING PURPOSES:

Open mic night -
sound system, 3 microphones, podium

Cynthia Machol
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: 1-8-25

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakewell

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Saturday Jan. 11, 2025

FROM: 12:30 am/pm TO: 2:30 am/pm

FOR THE FOLLOWING PURPOSES:

School tours for prospective families

Diane Bakewell
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: 1/8/25

TO: SCHOOL BUSINESS OFFICE

FROM: NEMS

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

NAME OF SCHOOL REQUESTED: North End

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 1/23/25 (rain date 1/30/25)

FROM: 5 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Multi-Cultural Potluck

[Signature]
APPLICANT

Please note the following provisions:

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

hook

SCHOOL PERSONNEL USE ONLY

DATE: 1/8/25

TO: SCHOOL BUSINESS OFFICE

FROM:

Evelynn Devin

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

NAME OF SCHOOL REQUESTED:

North End

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Front parking lot

☐

Café/Rooms

DATES REQUESTED:

5/28/25 (rain date 6/4/25)

FROM:

3:30

am/pm

TO:

7:30

am/pm

FOR THE FOLLOWING PURPOSES:

Ram Tam Sam


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 1/10/25

TO: SCHOOL BUSINESS OFFICE

FROM: Taylor Atable, Gilmartin Elementary School
BOOST Community school coordinator

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: Jan 16th, 2025 - March 27th, 2025

FROM: 2:50 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Bridge to Success + WPS + Gilmartin afterschool program ✓
(Leadership university) Gym + Classroom 2003

Dates: January 16th, 23rd, 30th
February 6th, 13th, 20th, 27th
March 6th, 13th, 20th, 27th

Taylor Atable
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.

back

SCHOOL PERSONNEL USE ONLY

DATE: 1/10/25

TO: SCHOOL BUSINESS OFFICE

FROM: Taylor A Fable - Gilmartin Elementary School
Community school site coordinator

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: January 16th - March 27th 2025

FROM: 2:50 am/pm

TO: 5:50 am/pm

FOR THE FOLLOWING PURPOSES:

Bridge to Success/WPS + Gilmartin afterschool program
(Rise Dance) music room + cafe + stage

Dates: January 16th, 23rd, 30th

February 6th, 13th, 20th, 27th

March 6th, 13th, 20th, 27th

Taylor A Fable
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: 1/13/25

TO: SCHOOL BUSINESS OFFICE

FROM:

Jayla Atable - Gilmartin Elementary School
BOOST! Community School Site Coord.

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: January 22nd - April 9th 2025

FROM: 2:50 am/pm

TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

BOOST! / Gilmartin + WPS / North End Rec Basketball team practices.

All students on basketball team are 6th - 8th graders from Gilmartin

Elementary School. Dates: January 22nd, 27th, 29th

February 3rd, 5th, 10th, 12th, 17th, 19th, 24th, 26th

March 3rd, 5th, 10th, 12th, 17th, 19th, 24th, 26th

April 2nd, 7th, 9th

Jayla Atable
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: 1/10/25

TO: SCHOOL BUSINESS OFFICE

FROM: Taylor Atable - Gilmarin Elementary School's
BOOST! Site Coordinator

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

NAME OF SCHOOL REQUESTED: Gilmarin Elementary School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Jan 13th - March 24th 2025

FROM: 2:50 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Bridgeto Success/WPS + Gilmarin afterschool program
(Kids RISE Up yoga) Gym + music room + cafe for snacktime

Dates: January 13th, 27th
February 3rd, 10th, 17th, 24th
March 3rd, 10th, 17th, 24th

Taylor Atable
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.

1760K

SCHOOL PERSONNEL USE ONLY

DATE: 1.18.25

TO: SCHOOL BUSINESS OFFICE

FROM: Mike Harris

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

NAME OF SCHOOL REQUESTED: WCLA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

Room
113

DATES REQUESTED: 1.18.25 - 1.25.

FROM: 8:00 am am/pm

TO: 2:00 am/pm

FOR THE FOLLOWING PURPOSES:

Meeting for Robotics

M. Harris
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.

1/10/25

SCHOOL PERSONNEL USE ONLY

DATE: 1/10/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gilman

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Wednesday January 22, 2025

FROM: 5:00 am/pm

TO: 6:00 am/pm

FOR THE FOLLOWING PURPOSES:

Instrumental Music Concert

Erika Lanza
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.

Lithuanian Group OK

SCHOOL PERSONNEL USE ONLY

DATE: 1/10/25

TO: SCHOOL BUSINESS OFFICE

FROM: Enka Lanza - Gilmartin School

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

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: Tuesday January 21st

FROM: 5:15 am/pm TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

Chorus Concert

Enka Lanza
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: 1-14-2025

TO: SCHOOL BUSINESS OFFICE

FROM: Office of Community Development

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

NAME OF SCHOOL REQUESTED: Hopeville Elementary School

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: January 22, 2025

FROM: 3:30 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

To hold a community needs meeting and
to receive public input on the 2025-2029
Five-year Consolidation Plan.

Albana Lame
APPLICANT

* Need
9 Tables
25 chairs

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.

mailed check to GROC
CANCEL

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



APPLICANT/ORGANIZATION: NEST / Demetre Coles

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Reed School Cafeteria

DATE(S): 2/13/25

TIMES: 10am - 12:30 PM

DATE(S): 3/15/25

TIMES: 10am - 12:30 PM

DATE(S): 4/19/25

TIMES: 10am - 12:30 PM

DATE(S): 5/17/25

TIMES: 10am - 12:30 PM

DATE(S): 6/28/25

TIMES: 10am - 12:30 PM

DATE(S): 7/19/25

TIMES: 10am - 12:30 PM

8/16/25, 9/6/25

12/19/24
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1,176.-
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

SCHOOL PERSONNEL USE ONLY

DATE: January 15, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

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

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday, January 27, 2025

FROM: 3:00 am/pm ☐ TO: 5:00 am/pm ☐

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; No equipment or
technology needed; 8' table for coffee, cookies and water. 20 to 25 people. Set up 8
tables in a square with 24 chairs (6 at each table).


APPLICANT

.....

Please note the following provisions:

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.10

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
One Church	Rotella aud.: Sundays, 9:00am - 12:00pm, January to June, 2025
Leroy Parker	(worship service)

REQUESTING WAIVERS:

Neighb. Housing	Reed café: Resident Leadership Training, February thru September
Services/D. Coles	3 rd Saturday each month, 10:00am - 12:30pm (\$1,176.)

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

*CT. Trails Girl Scouts	West Side M/S parking lot: Sat., Mar. 22 nd 7am-11:30am (girl scout cookie drop off)
*B. Foley Taft School	WAMS atrium and media center: Mondays, January 13 and 27 (Global Leadership Institute Cohort)

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

CONTRACT#

APPLICANT Leroy G. Parker NAME OF ORGANIZATION One Church In
ADDRESS P.O. Box 2309 Shelton CT 06484 TELEPHONE # 834-322-2195
(street) (city) (state) (zip code)
SCHOOL REQUESTED Proteella DATES Sundays ROOM(S) Auditorium
OPENING TIME 9:00am CLOSING TIME 12:00 pm PURPOSE Worship Service
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 600 CHILDREN 10
SIGNATURE OF APPLICANT Leroy Parker DATE 1-6-25
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Leroy Parker, Mistee Parker 51a Church Street Shelton, CT 06484 834-322-2195
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. L.P. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUST.

RENTAL FEES: _____

MISCELLANEOUS FEES: Tech. \$55/HR.

SECURITY DEPOSIT \$ 250. INSURANCE COVERAGE YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Book

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

CONTRACT#

APPLICANT Demetre Coles NAME OF ORGANIZATION NEST
ADDRESS 193 Grand St 3rd fl Waterbury CT 06704 TELEPHONE # 475-309-0282
(street) (city) (state) (zip code)
SCHOOL REQUESTED Reed DATES see attached ROOM(S) Cafeteria
OPENING TIME 10 am CLOSING TIME 12:30 PM PURPOSE Resident Leadership Training
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 12-15 CHILDREN N/A
SIGNATURE OF APPLICANT [Signature] DATE 12/19/24

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

Demetre Coles 193 Grand St 3rd Floor Waterbury, CT 06702

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. DC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (1) (\$1,176.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE [initials] 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.

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#

hook
APPLICANT Brianne Foley NAME OF ORGANIZATION Taft School (GLI)
ADDRESS 110 Woodbury Rd Watertown, CT 06795 TELEPHONE # 860-945-5925
(street) (city) (state) (zip code)
SCHOOL REQUESTED WAMS DATES 1/13/25 1/22/25 ROOM(S) Lobby + Media Center/Library
OPENING TIME 6:00pm CLOSING TIME 8:00pm PURPOSE Global Leadership Institute Cohort X
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 24
SIGNATURE OF APPLICANT Brianne M. Foley DATE 9/6/24
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Brianne Foley
(860)945-5925 110 Woodbury Rd Watertown, CT

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. BMF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

OK
PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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

CONTRACT#

APPLICANT Devon Dzicek NAME OF ORGANIZATION Girl Scouts of CT

ADDRESS 340 Washington St, Hartford, CT 06106 TELEPHONE # 860-522-0163
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side Middle School DATES March 22, 2025 ROOM(S) Side Parking Lot

OPENING TIME 7AM CLOSING TIME 1130 AM PURPOSE Cookie Distribution

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO n/a

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 45 CHILDREN 0

SIGNATURE OF APPLICANT [Signature] DATE 1/13/2025

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

Devon Dzicek, 20 Washington St, North Haven CT, 203-537-4607

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. [Signature] (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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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the Educational Specifications for the proposed Partial Roof Replacement for the Bergin Education Complex Project.



HIBBARD & ROSA ARCHITECTS, L.L.C.

100 RIVERVIEW CENTER - SUITE 272 – 292 MAIN STREET
MIDDLETOWN, CT 06457

PROJECT RATIONALE

The long range plan for the Bergin Education Complex calls for provision of a safe and appropriate learning environment. The current school roof areas designated to be replaced were installed in 1999, all roof sections are now approaching a minimum of twenty-six years in age. These roof sections have suffered from numerous leaks in recent years. While repairs have consistently been made to the roof in recent years, the roof continues to leak. Many of these leaks have resulted in damage to the facility and school equipment, furniture and supplies.

LONG RANGE PLANS

The current long range plan for the Bergin Education Complex calls for the current facility to be utilized in it's current capacity as a school for in excess of 20 years. In order to comply with this aspect of the plan, and to provide a safe and healthy leaning environment it is necessary to replace the existing Bergin Education Complex roof. The new roof system which will meet all the requirements of the State Department of Education, including the minimum $\frac{1}{4}$ " per foot slope/pitch requirement.

THE PROJECT

The existing roof areas to be replaced will have the existing modified built-up roof system removed down to the metal roof deck. A new modified built-up roof system, with mineral surface, of approximately 169,022 sq. ft. will be installed on $\frac{1}{2}$ " cover board on 5.2" of flat stock polyisocyanurate insulation the existing $\frac{1}{4}$ " per ft. sloped metal roof deck.

Existing roof drains will be replaced and scuppers will be added as required to meet all current applicable codes.

Other work includes the following:

1. Installation of extrude aluminum metal fascia
2. Installation of metal edge flashings
3. Installation of a new roof hatch (new roof hatch required due to increase in insulation depth and to include required safety rail)



HIBBARD & ROSA ARCHITECTS, L.L.C.

100 RIVERVIEW CENTER - SUITE 272 – 292 MAIN STREET
MIDDLETOWN, CT 06457

4. Ladders will be installed to provide safe code compliant transitions/movement between different roof levels.
5. Perimeter edge ballasted guard rails will be installed where roof top mechanical units are within 10'-0" of the roof edge perimeter.

The new roof system will have a minimum 20 year edge to edge, non-pro rated, labor and material, no dollar limit warranty to meet Connecticut Office of School Construction Grants and Review requirements.

BUILDING SYSTEMS

Security:	Not applicable
Public Address:	Not applicable
Technology:	Not applicable
Phone System:	Not applicable
Clocks:	Not applicable
Security camera:	Not applicable

INTERIOR BUILDING ENVIRONMENT

Acoustics:	Not applicable
Lighting:	Not applicable
HVAC:	Not applicable
Plumbing:	Not applicable
Windows/Doors	

SITE DEVELOPMENT

Site Acquisition:	Not applicable.
Parking:	Not applicable.
Drives:	Not applicable.
Walkways:	Not applicable
Outdoor Athletic Facilities	Not applicable.
Landscaping:	Not applicable.
Site Improvements:	Not applicable.



HIBBARD & ROSA ARCHITECTS, L.L.C.

100 RIVERVIEW CENTER - SUITE 272 – 292 MAIN STREET
MIDDLETOWN, CT 06457

CONSTRUCTION BONUS REQUEST

Bergin Education Complex does not house any of the special programs eligible for a school construction bonus which can be designated for this project.

School Readiness:	C.G.S. 10-285a(e) – Not applicable
Lighthouse Schools;	C.G.S. 10-285a(f) – Not applicable
CHOICE:	C.G.S. 10-285a(g), as amended – Not applicable
Full-day Kindergarten:	C.G.S. 10-285a(h) – Not applicable
Reduced Class Size:	C.G.S. 10-285a(h) – Not applicable
Regional Vo-Ag Center:	C.G.S. 10-65 – Not applicable
Interdistrict Magnet School:	C.G.S. 10-264h – Not applicable
Interdistrict Cooperative School:	C.G.S. 10-158a – Not applicable
Regional Special Education Center:	C.G.S. 10-76e – Not applicable

FACILITY USES

The Bergin Education Complex will be designated to facilitate activities during school hours, before and after school hours, and throughout the entire calendar year.

Occasionally various Town Departments and local community organizations will utilize facilities at the Margaret M. Generali Elementary School for activities when it is not being used by the students, in accordance with Board of Education Policy.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a Professional Services Agreement with Automated Logic Contracting Services, Inc. for preventative maintenance services to the Building Management System.

MEMORANDUM

DATE: January 10, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer 

SUBJECT: Professional Services Agreement with Automated Logic Contracting Services, Inc. (ALC) for Preventative Maintenance of the Building Management Systems (BMS) at 17 Schools

The Education Department respectfully requests your approval of the professional services agreement with Automated Logic Contracting Services, Inc. (ALC) in the amount of \$488,294.40 (Year 1 \$143,610, Year 2 \$147,926 and Year 3 \$152,368), which includes an owner controlled contingency of 44,390.40 for preventative maintenance and on-call services for temperature and ventilation controls, and the installation of new heating valves on school boilers. The agreement is for three years with funding available through School Inspector's Office General Fund.

This agreement will service the 17 locations that utilize ALC proprietary systems at Adult Education, Bucks Hill, Bunker Hill, Chase, Driggs, Hopeville, Generali, Kingsbury, Regan, Sprague, Tinker, Walsh, Washington, Waterbury Arts, Waterbury Career, Wilson, West Side. The contract was initiated under a sole source proposal from ALC for the proprietary systems and controllers that connect to the existing Building Management System (BMS) Graphics Platform serving the other City Schools.

The agreement enables Waterbury Public Schools to adjust temperature and ventilation controls to classrooms and common areas as well as building infrastructure equipment (e.g. boilers, chillers, etc.). This will create a more cost effective and efficient HVAC system and allow for state of the art management of the system by the School Inspector's office in order to consistently maintain a safe, healthy and comfortable learning environment for students and staff. ALC will also install new heating valves on school boilers over the Summer of 2025.

Please feel free to contact me should you have any questions. Thank you for your consideration.

PROFESSIONAL SERVICES AGREEMENT
for
Preventative Maintenance
Between
The City of Waterbury, Connecticut
And
Automated Logic Contracting Services, Inc.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and AUTOMATED LOGIC CONTRACTING SERVICES, INC. 30144 (the "Consultant"), a Delaware corporation located at 1150 Roberts Boulevard, Kennesaw, Georgia, (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, The City entered into an Agreement with Consultant effective on September 20, 2022, for upgrades to the Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School and Waterbury Career Academy;

WHEREAS, the Consultant submitted a proposal to the City for preventative maintenance services of the Building Management System (BMS) upgrades on the subject seventeen (17) Waterbury school locations; and

WHEREAS, the City selected the Consultant to perform services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, preventative maintenance to Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School and Waterbury Career Academy, for a total of seventeen (17) Waterbury School locations as is

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

- 1.1.1 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
- 1.1.2 Certificates of Insurance (incorporated by reference);
- 1.1.3 Licenses (incorporated by reference);
- 1.1.4 All applicable Federal, State, and local statutes, regulations charter and ordinances (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 Consultant. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 This Contract (and any amendments)

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

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

2.2. **Representations Regarding Qualifications.** The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, policies, and CT DPH OEMS, NCCR, and NREMT requirements, 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.

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

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

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

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

3.4. Publicity. Consultant agrees not to deliberately disclose the fact that the City

has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. This term of this Agreement shall be three (3) years commencing on the date executed by the Mayor.

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

6.1. **Fee Schedule.** The fee payable to the Consultant shall not exceed **FOUR HUNDRED EIGHTY-EIGHT THOUSAND TWO HUNDRED NINETY-FOUR DOLLARS and 40/100 CENTS (\$488,294.40)** (hereinafter referred to as "Total Compensation" for the entire three (3) year term of the Agreement and as further detailed below:

6.1.1 Base fee in the amount not to exceed **FOUR HUNDRED FORTY-THREE THOUSAND NINE HUNDRED FOUR DOLLARS (\$443,904.00);** and

6.1.2 Owner Controlled Contingency Allowance in the amount of **FORTY-FOUR THOUSAND THREE HUNDRED NINETY DOLLARS and 40/100 CENTS (\$44,390.40)** as governed by Section 6.1.3.

6.1.3 An Owner Controlled Contingency Allowance ("OCCA") is being provided in the Contract to provide an account for certain expenditures found necessary by and ordered done by the City. This OCCA shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions. Work for which payment is included under other items shall not be considered for inclusion under this OCCA.

Use of the OCCA shall be authorized in writing in advance by the City in an OCCA Change Order form acceptable to the City. Determination of amounts to be paid for work under this OCCA shall be agreed to in advance by the Consultant and City and shall not exceed amounts established in the OCCA. At contract termination, unused amounts remaining in the OCCA shall be credited to the City by Final Change Order (as part of and so documented in Consultant's final payment request). In no instance shall payments made pursuant to this OCCA result in an increase in the amount of the Contract Total Compensation or Contract Time must be by a duly authorized and executed Contract amendment in accordance with Section 21 of this Contract.

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

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

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

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

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

8.6. In the event this Contract and/or the Consultant's, or its subcontractor, work and

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

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 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.

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 Combined Single Limit (CSL) each Accident Any Auto, all
Any auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: Statutory Limits within the State of
Connecticut:

Employers' Liability (EL):

\$1,000,000.00 EL Each Accident

\$1,000,000.00 EL Disease each Employee

\$1,000,000.00 EL Disease Policy Limits

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each Occurrence

\$1,000,000.00 Aggregate

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

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

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

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

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The

wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

same of all subcontractors.

12. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Consultant.

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

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

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

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

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest,

riots, pandemics or epidemics;

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

15.4. strikes and labor disputes; and

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

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

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

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

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the

ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of

a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) Consultant's proposal

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

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

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

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

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

30. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom 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 be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Consultant: Automated Logic Contracting Services, Inc.
1150 Roberts Boulevard
Kennesaw, GA 30144

City: The City of Waterbury
Attn: Board of 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

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

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

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has

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

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

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

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

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

Sign: _____
Print name: _____

Date: _____

WITNESSES:

AUTOMATED LOGIC CONTRACTING
SERVICES, INC.

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a Construction Contract with NEWS, LLC. to provide demolition of a portable addition at Woodrow Wilson Elementary School.



Nicholas J. Albini

Chief Operating Officer

(203) 346-2340

nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: January 10, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer 

SUBJECT: Construction Contract (RFP#8273) for Demolition of a Portable Addition at Woodrow Wilson Elementary School with National Excavating & Wrecking Services, LLC (NEWS)

The Education Department respectfully requests your approval of the construction contract with National Excavating & Wrecking Services, LLC (NEWS) in the amount of \$74,830 for demolition of the portable addition at Wilson Elementary School. Contract work shall be completed in 180 consecutive calendar days with funding available through School Inspector's Office General Fund.

Three contractors responded to RFP #8273 with NEWS being the most responsible bidder. NEWS team conveyed their dedication to safety and efficiency throughout the interview process with plans to implement effective safety measures to ensure that the demolition work progresses without incident while minimizing disruptions to the daily activities of the school. The careful planning and execution work will bring peace of mind to everyone involved, and it allows WPS to maintain a secure environment for the children and staff on site.

Please feel free to contact me should you have any questions. Thank you for your consideration.

Construction Contract
for
Demolition of a Portable Addition
at
Woodrow Wilson Elementary School
between
City of Waterbury
and
NEWS, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and NEWS, LLC, located at Suite 109, 1077 Silas Deane Highway, Wethersfield, Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to Request for Proposal ("RFP") No. 8273 for the demolition of a portable addition certain at the Woodrow Wilson Elementary School located at 235 Birch Street, Waterbury, Connecticut (the "Project"); and

WHEREAS the City accepted the Contractor's bid for RFP No. 8273; and

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

NOW, THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1 The Project consists of the demolition of a portable addition at the Woodrow Wilson Elementary School, all of which is more particularly detailed and described in the Bid Documents in Attachment A, which are hereby made material provisions of this Contract along with the other attachments referenced herein. Attachment A and Attachment B (see Section 5.1) shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 City's RFP No. 8273 (incorporated by reference);
- 1.1.2 Addendum (N/A) to RFP No. 8273 (incorporated by reference);

- 1.1.3 Contractor's Price Proposal, dated October 30, 2024, consisting of three pages (attached hereto);
- 1.1.4 Contractor's Response with associated attachments to RFP No. 8273, dated October 30, 2024 (incorporated by reference);
- 1.1.5 State of Connecticut's Prevailing Wage Schedule, September 18, 2024, and related information, consisting of 8 pages (incorporated by reference, but not applicable if contract value is less than \$100,000);
- 1.1.6 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.7 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.8 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.9 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.10 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.11 All applicable permits and licenses (incorporated by reference).

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

- 1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2 Contract Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to RFP No. 8273;
- 1.2.5 RFP No. 8273;
- 1.2.6 Contractor's Price Proposal; and
- 1.2.7 Contractor's Response.

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

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

services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for RFP No. 8273 (collectively, the "Bid Documents");

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

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

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

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

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

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

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

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

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

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

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

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

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily

found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

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

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

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions like those at the Project site. One (1) copy of such instructions shall be furnished to the City.

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

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

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

3.17. Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student's while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City, that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; initially, the Department of Education's School Inspector's Office is so designated.

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract on or before one hundred fifty (150) consecutive calendar days and shall reach Final Completion on or before one hundred eighty (180) consecutive calendar days from issuance of the City's written notice to proceed. Contractor shall not commence work until the City issues a written Notice to Proceed ("Contract Time").

5.1. Attachment B, if any, is the Project's schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

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

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

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

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of 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 SEVENTY-FOUR THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$74,830) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in Attachment A, which is summarized below and inclusive of the required payment and performance bonds:

i. \$74,830 (base payment).

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for RFP No. 8273 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

6.8. Contractor's Certificate of Completion. Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.9. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

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

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

8. Passing of Title and Risk of Loss.

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

from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

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

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

9. Indemnification.

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

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

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

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

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

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

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

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or

entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

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

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances -- \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate.

11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00 each claim and \$1,000,000.00 aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos and lead.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as additional insureds and provide waivers of subrogation on all policies, except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT OF 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act and Connecticut Department of Labor prevailing wage rates, as applicable.

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.

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

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

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

13.3. Contractor Corrective Action.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor

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

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

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

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

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

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

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

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

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

manner prohibited by the laws of the United States or of the State of Connecticut, and employees are treated when employed without regard to their sexual orientation;

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

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

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

14. Place Holder.

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the

Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

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

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

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

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract at any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
21. **Interest of City Officials.** No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
22. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
23. **Entire Contract.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor and must comply with the City's Charter and Code of Ordinances.
24. **Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.
25. **Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.
26. **Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

ii. To the extent that additional 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 No. 8273 and (ii) the Contractor's Bid response to RFP No. 8273, dated October 30, 2024. Said historical documents are attached hereto as part of Attachment A or incorporated by reference.

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

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

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

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

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

32. Governing Laws. This Contract, its terms and conditions and any claims arising therefrom 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:	NEWS, LLC Suite 109 1077 Silas Deane Highway 06109
City:	City of Waterbury Corporation Counsel's Office Third 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 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 owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

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

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

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of all

Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

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

City, commissioned to perform construction administration and inspection duties during construction.

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

SIGNATURE PAGE FOLLOWS

FINAL CONSTRUCTION CONTRACT for NEWS (V2)
RFP No. 8273
JPY 1.10.24

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

WITNESSES:

CITY OF WATERBURY

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

Date: _____

WITNESSES:

NEWS, LLC

By: _____
Vincent Gaither, Authorized Member

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.3

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve of a Professional Services Agreement with Brightly Software, Inc. for a Cloud-based Facility Management System.

EXECUTIVE SUMMARY

DATE: January 13, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for the Professional Services Agreement for Cloud-based Facility Management System with Brightly Software, Incorporated (formerly known as Dude Solutions, Incorporated)

The Education Department respectfully requests your approval of a professional services agreement with Brightly Software, Inc. in the total amount of \$91,970.88 (\$30,656.96 per year) for a three-year period ending on December 31, 2027 with funding available through the School Inspector's Office General Fund. Brightly is a web based suite of software that maintains the School Inspector's work order system, including dispersion, record keeping and supply tracking between Central Supply and all Education Department locations (schools and offices).

Brightly was originally bid through RFP #6329, selected through this competitive process and awarded a contract for facility management services on February 12, 2020. After being in place for five years, Brightly consistently provides a work order management system that is compatible with our existing procedures and has become a sole source waiving bidding procedures. Brightly is easy to use and has been well adopted by the Education Department staff and utilized throughout the system.

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

c: Mike Konopka, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT
For
Cloud-based Facility Management System
between
The City of Waterbury, Connecticut
and
Brightly Software, Inc.

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City” or “End-User”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and BRIGHTLY SOFTWARE, INC. (“Contractor”), a Delaware Corporation with a registered address located at 11000 Regency Parkway Suite 300, Cary, North Carolina 27518, (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, Contractor submitted a proposal to the City for Cloud-based Facility Management system;

WHEREAS, the City selected Contractor to perform proposed services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. 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. 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 Contractor shall provide a Cloud-based Facility Management system (FMS) with unlimited application uses in order to streamline all areas of the Department of Education’s Operations including Maintenance Management, Asset Management and Inventory Control, the system shall be accessible by any device which connects to the internet with no upfront hardware cost. The FMS shall include the following a Work Order Module, a Preventative Maintenance System incorporating an Asset Management System, and an Inventory Control System, and a Permit Management System which integrates with the Work Order Module. All systems which shall contain all the functions and enablement described in the Scope of Services and further described in

Attachment A hereto. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by 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 Contractor's Cost Proposal, dated August 21, 2024, consisting of 2 pages, attached hereto;
- 1.1.2 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.3 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.4 Certificates of Insurance, incorporated herein by reference;
- 1.1.5 Licenses; incorporated herein by reference;
- 1.1.6 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations, charter and ordinances
- 1.2.2 This Contract
- 1.2.3 Contractor's Cost Proposal

3. Contractor Representations Regarding Qualification and Accreditation. Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. 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.

3.1. Representations Regarding Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this 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 Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

3.2. Representations Regarding Qualifications. Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, Contractor and all employees providing services under this Contract,

are in full compliance with those statutes, regulations and ordinances. Upon City request, Contractor shall provide to the City a copy of Contractor's licenses, certifications, registrations, etc.

4. Responsibilities of Contractor. All data, information, etc. given by the City to Contractor and/or created by Contractor shall be treated by 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. Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into 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, Contractor shall provide prior advance written notice to the City of the need for such disclosure. Contractor agrees to properly implement the services required in the manner herein provided.

4.1. 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.

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

4.3. Contractor's Employees. 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.

4.4. Due Diligence Obligation. 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. 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:

4.4.1 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 Contractor to complete Due Diligence prior to submission of its proposal shall be borne by Contractor. Furthermore Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

4.4.2 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;

4.4.3 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.

4.4.4 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 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 Contractor.

4.4.5 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;

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

4.4.7 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.

5. Contract Term. Term of this Contract shall commence on January 1, 2025 and shall continue to December 31, 2027.

5.1. Option Periods. This Agreement may be extended at the mutual agreement of each party for two (2) additional one (1) year terms.

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

6.1. Fee Schedule. The fee payable to Contractor shall not exceed **Thirty Thousand Six Hundred Fifty-six Dollars and 96/100 Cents (\$30,656.96)** per year of the contract, for an amount not to exceed **Ninety-One Thousand Nine Hundred Seventy**

Dollars and 88/100 Cents (\$91,970.88) for the entire three (3) year term of the Agreement and shall be in accordance with Contractor's Cost Proposal attached hereto as **Attachment A**.

6.2. Invoicing and Payment. Contractor will invoice the in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due 60 days from the date specified on the invoice ("Invoice Date"). The End-User is responsible for providing and maintaining complete and accurate billing and contact information.

6.3. Limitation of Payment. Compensation payable to Contractor is limited to those fees set forth in this Section 6. Such compensation shall be paid by the City upon review and approval of 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.

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

6.4. Intentionally Omitted.

6.5. Proposal Costs. All costs of Contractor in preparing its proposal shall be solely borne by Contractor and are not included in the compensation to be paid by the City to Contractor under this Contract or any other Contract.

6.6. Payment for Services, Materials, Employees. 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. 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, Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Proprietary Rights.

7.1. Contractor Property.

7.1.1 Subject to the limited rights expressly granted under the Agreement, Contractor retains all rights, title and interest in the Service, including but not limited to copyrights, copyrightable works, patents, patent rights, trademarks, trade names and trade secrets (“Intellectual Property Rights”). The Agreement does not convey any right, title or interest in, or constitute the sale of any right to the Service or any related software used as part of the performance of the Service.

7.1.2 The End-User shall not (i) permit any third party to access the Services except as explicitly permitted by this Agreement, create derivative works based on the Services; (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on its own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Services; or (iv) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

7.2. City Property.

7.2.1 City retains all ownership right, title, and interest in and to the Subscriber Data and Subscriber Content, including all intellectual property rights therein or thereto.. The Agreement does not convey any right, title or interest in, or constitute the sale of any right to End-User property, and the End-User represents and warrants that all consents, licenses and rights necessary to license its property are obtained prior to sharing any of its property with Contractor. Contractor shall not use or access End-User property except in connection with the Service and the City hereby grants Contractor a limited and revocable license to the property it shares with Contractor pursuant to this Agreement under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property rights it owns or controls to use, display, modify, record, translate, transmit or otherwise exploit in order to facilitate the provision of Service. The End-User sends and shares its property at its own risk.

7.3. Contractor hereby grants City and its Affiliates a non- exclusive, royalty-free license to access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of City Data and City Content to fulfill its obligations under this Agreement.

8. Indemnification.

8.1. Contractor shall indemnify and defend 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 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.

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

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

8.4. Intellectual Property. Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles, copyright, trade secret, trademark, or other intellectual property, service, and methods (collectively, the "Intellectual Property" or "IP") used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such IP, and in the event of adverse award under IP suits, Contractor shall pay such awards and hold the City harmless in connection with any IP suits that may arise as a result of installations made by Contractor and as to any award made thereunder.

8.6. In the event this Contract and/or 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, 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. Representations, Warranties, and Disclaimers.

9.1. Contractor Representations. Contractor shall make the Purchased Services available on a daily basis except in the event of planned downtime and any unforeseen software update requirements which will be notified to the End-User via the Knowledge Base. We will provide the Purchased Services only in accordance with Applicable Law and Regulation.

10. Contractor's Insurance.

10.1. Contractor shall not commence work under this Contract until all insurance required under this Section 10 has been obtained by Contractor and such insurance has been approved by the City. 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.

10.2. At no additional cost to the City, 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 Contractor's obligation under this Contract, whether such obligations are Contractor's or subcontractor or person or entity directly or indirectly employed by Contractor or subcontractor, or by any person or entity for whose acts Contractor or subcontractor may be liable.

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

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

10.4.1 General Liability Insurance:

\$1,000,000 per occurrence

\$2,000,000 aggregate

\$2,000,000 Products completed operations aggregate

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

10.4.2 Professional Liability/E&O

\$1,000,000 each wrongful act

\$1,000,000 aggregate

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile 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 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 Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except 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. 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.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, 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 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.

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

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

12.3. Labor and Wages. 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.

12.3.1 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.

12.3.2 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.

13. Discriminatory Practices. In performing this Contract, Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the

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

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, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. 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.

14. Intentionally Omitted.

15. Termination.

15.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of Contractor, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if 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 Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

15.1.1 In the event of such termination, all City data and ad hoc reports created using City data shall remain under the ownership of the City.

15.1.2 Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor.

15.2. Termination for Convenience of the City. The City may terminate this Contract 45 days prior to the expiration of the Initial Term for the convenience of the City, by a notice in writing from the City to Contractor. If this Contract is terminated by the City as provided herein, 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 Contractor covered by this Contract, less payments of compensation previously made.

15.3. Termination for Non-Appropriation or Lack of Funding. 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. 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.

15.3.1 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 Contractor.

15.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Contractor for the agreed to level of the products, services and functions to be provided by Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon thirty (30) calendar days written notice to 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.

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

16.4. Rights Upon Cancellation or Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, City retains all ownership right, title, and interest in and to the City data including all Intellectual Property Rights therein or thereto, and ad hoc reports created using City data.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or inconvenience, the City shall retain all ownership right, title, and interest in and to the City data, including all Intellectual Property Rights therein or thereto, and ad hoc reports created using City data.

16.4.3 Termination by Contractor. Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that 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, Contractor will be compensated by the City for work performed prior to such termination date and Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

16.4.4 Delivery of Documents. In the event of termination of this Contract, (i) the City may download a copy of City data, and City may download a copy of its data at any time. The City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Intentionally Omitted.

18. Force Majeure. Neither 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:

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

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

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

18.4. strikes and labor disputes; and

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement and their schedule as set forth in Section 5 of this Contract.

19. Subcontracting. Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of 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 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.

19.1. Contractor shall be as fully responsible to the City for the acts and omissions of 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 Contractor.

20. Assignability. 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 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. Notwithstanding the foregoing, Consultant shall have the full ability to transfer or assign this Assignment to the surviving entity in a merger or consolidation or to a purchaser of all or substantially all of its assets without the written consent of the City.

21. Audit. The City reserves the right to audit Contractor's books of account in relation to this Contract upon written notice and during business hours during the period of this Contract or upon written notice and during business hours 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, 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.

22. Intentionally Omitted.

23. Interest of Contractor. 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. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

24. 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 Contractor.

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

and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by 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 Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

26. 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.

27. 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.

28. Contract Change Orders.

28.1. Upon mutual agreement of the City and Contractor, 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:

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

28.1.2 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

28.1.3 the Final Completion Date has not been changed.

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

28.2.1 an upward adjustment to Contractor's payment claim, or

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

28.3. 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 Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to 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 27 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

29. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** Contractor's proposal dated August 21, 2024

29.1. 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.

29.2. 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.

30. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. 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, Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

31. Binding Agreement. The City and 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.

32. 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.

33. Governing Law and Choice of Forum. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

34. 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 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: Brightly Software, Inc.
 11000 Regency Parkway, Suite 300
 Cary, NC 27518

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

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

35. 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:

35.1. 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.

35.2. 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.

35.3. 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.

35.4. 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.

35.5. 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.

35.6. 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.

35.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a

written acknowledgement, on a City authored form, evidencing receipt of a copy of the “Ethics and Conflict of Interest” ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City’s Code of Ordinances.

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

34.11. 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 Contract pertains shall have any personal interest, direct or indirect, in this Contract.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. 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 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 to Follow]

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name:

By: _____
Paul Pernerewski, Jr., Mayor

Sign: _____
Print name:

Date: _____

WITNESSES:

BRIGHTLY SOFTWARE, INC.

Sign: _____
Print name:

By: _____

Sign: _____
Print name:

Date: _____

ATTACHMENT A

1. Consultant's cost proposal dated August 21, 2024 consisting of two (2) pages.
2. Any and all amendment(s) and Change Order(s), issued by the City after execution of Contract (incorporated by reference);
3. City of Waterbury compliance documents (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 licenses.

8

Cloud Services Subscription

Item	Investment Year 2 Start Date: 01/01/2026	Investment Year 3 Start Date: 01/01/2027
Asset Essentials Connector Toolkit	614.72 USD	614.72 USD
Asset Essentials Core	20,458.61 USD	20,458.61 USD
Asset Essentials Inventory	9,583.63 USD	9,583.63 USD
Total:	30,656.96 USD	30,656.96 USD

8

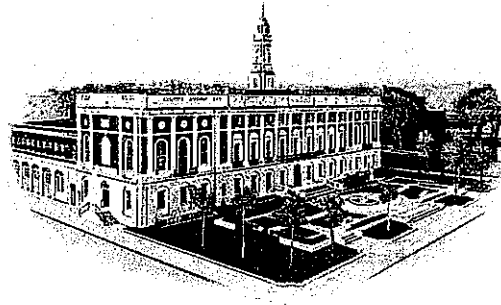
August 21, 2024
Waterbury Public Schools

Thank you for your continued support of our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Waterbury Public Schools:

Service Term: 36 months (01/01/2025 - 12/31/2027)

Cloud Services			
Item	Start Date	End Date	Investment
Asset Essentials Connector Toolkit	1/1/2025	12/31/2025	\$614.72
Asset Essentials Core	1/1/2025	12/31/2025	\$20,458.61
Asset Essentials Inventory	1/1/2025	12/31/2025	\$9,583.63
Annual Renewal:			\$30,656.96 USD

MICHAEL LeBLANC
DIRECTOR OF FINANCE



PHONE: (203) 574-6840

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Certification of Funds

Education Department Contract between the City of Waterbury and Brightly Software, Inc.

This letter is to certify that, regarding the above referenced, proposed contract or purchase order, pursuant to City of Waterbury Ordinance 38.004(A)(1)(c), sufficient funds are included in the Education Budget of the General Fund for the 2024-2025 fiscal year and will be proposed for the 2025-2026, 2026-2027 and 2027-2028 fiscal years in an aggregate amount not to exceed \$91,970.88. The contract provides for a termination for non-appropriation.

Accounting Unit:	88031006
Account:	543011
Amount Year 1 (1/1/2025-12/31/2025):	\$30,656.96
Amount Year 2 (1/1/2026-12/31/2026):	\$30,656.96
Amount Year 3 (1/1/2027-12/31/2027):	\$30,656.96
Total Amount:	\$91,970.88
Description:	Facility Management System
Source of Funds:	General Fund

Signed: _____

Michael LeBlanc, Finance Director

Date: _____

September 9, 2024

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.4

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve apply for the Connecticut State Department of Education “Chefs to Schools” grant.



Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

January 13, 2025

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

RE: Chefs to Schools Grant (CSDE)

Dear President Hernandez and Commissioners:

The Connecticut State Department of Education (CSDE) just announced a new grant opportunity for Alliance Districts on January 8, 2025—the Chefs to Schools Grant. This is a competitive grant, not an entitlement grant. CSDE will award five (5) grants to Alliance Districts selected through the competitive process.

Alliance districts may apply for up to \$150,000/year for each of three years (2025, 2026, 2027). No matching funds are required. However, unspent grant funds must be returned to CSDE at the end of each fiscal year. There are more details in my attached Grant Highlights document.

The grant application deadline is February 5, 2025. Board of Education approval is required. I respectfully request your permission to apply for the Chefs to Schools Grant. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Darren M. Schwartz
Nicholas Albini
Linda Francese

Chefs to Schools Grant [CSDE]
Louise Allen Brown, WPS Grant Writer
January 13, 2025

Grant Highlights

Name of Grant: Chefs to Schools Grant (CSDE)

Purpose of Grant:

The purpose of this grant is “to address five (5) key areas including:

- build the capacity of food service staff;
- improve school meal quality;
- increase diner satisfaction;
- streamline operations; and
- establish a financially viable school meal program.”

[RFP, p. 3]

Eligible Applicants:

“All Alliance Districts are eligible to apply.” [RFP, p. 3]

Grant Deadline: February 5, 2025, at 5 pm, by email to specified email address [RFP, p. 4]

Award amount/Grant Period: \$150,000/year for three years (2025, 2026, 2027). “The CSDE will award these grants through a competitive RFP process to up to five (5) Alliance Districts.... Unspent funds must be returned to the CSDE following the end of each fiscal year.” [RFP, p. 3]

Cost Sharing or Matching: None required.

Waterbury Proposal:

WPS proposes to hire a professional chef(s) to facilitate improvements to the food service offerings for students in the district, and to food service operations. The Director of Food Service (Linda Francese) has indicated that she would assign the professional chef(s) to “assist in our Central Kitchen where we currently produce on average 5,000 lunches or 5,000 breakfasts daily. We also conduct internal taste tests and create menu ideas geared toward our student population.”

Waterbury Budget:

The grant budget request will be \$150,000/year for three years. Grant funds would be used to pay a professional chef(s). No matching funds are required. The grant budget remains subject to minor changes.

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position</u>	<u>School</u>	<u>Effective</u>
Borrelli, Christopher	Girls Tennis Coach	CHS	03/24/25
Samaroo, David	Intra-District Boys Volleyball Coach	CHS	03/24/25
Samaroo, David	Assistant Unified Sports Coach	CHS	01/09/25

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position/Location</u>	<u>FT/ PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bracey, Bryant	College & Career Coord./Wilby	FT	\$25/hr	F UPSEU69	Alliance 24-25	01/02/25
Browne, Jill	Tutor (Certified) Driggs	PT	\$35/hr	NONBOE	Title I-DW 24-26	12/02/24
Eason, Taloria	Parent Liaison Generali	FT	\$20.51/hr	UPSEU 69	Title I-DW 24- 26	01/02/25
Mejia, Adonai	Parent Liaison Bucks Hill Pre-K	FT	\$20.51/hr	UPSEU 69	Priority 24-25	01/02/25
Rosario Ramirez, Gabriela	Secretary 3 Welcome Center	FT	\$18.96/hr	UPSEU 69	Title II-A District 24-26	12/12/24

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following Extended School Hour (ESH) appointments effective immediately:

<u><i>School</i></u>	<u><i>Last Name</i></u>	<u><i>First Name</i></u>	<u><i>Assignment</i></u>
Generali	Poulter	Dennis	Lead Teacher
Generali	Hulteen	Lisa	Teacher

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following miscellaneous appointments:

<u>Employee</u>	<u>Position/Location</u>
Baslile, Dave	Mastery Based Panel Member/WHs
Caisse, Tyler	Choreographer-Spring Show/WAMS
Franks Blanchard, Lauren	Mastery Based Panel Member/KHS
Germain, Ben	Mastery Based Panel Admin./State Street & Enlightenment
Kelly, Wendy	Mastery Based Panel Member/WHs
Pantoni, Dino	Mastery Based Panel Administrator/KHS
Riddick, DeAndre	Mastery Based Panel Member/KHS
Sincuir, Silvia	Mastery Based Panel Member/WHs

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following retirements:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Ecke, Lisa	Rotella/PreK Regular Ed	06/30/25
Dizenzo, Jessica	WMS/World Language-Spanish	06/30/25

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

January 16, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Morales, Barbara	Bunker Hill/Grade 5	12/31/24
Burstiner, Lillian	WMS/ELA Grade 8	01/02/25
McLane, Michael	NEMS/Special Education	01/31/25
Pulie, Lisa	CHS/Social Studies	01/17/25
Boll, Deana	WHS/Special Education	01/24/25

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools



COMMUNICATIONS



January 8, 2025 through
January 14, 2025

MEMORANDUM

DATE: January 6, 2025

TO: Board of Education Commissioners

FROM: Doreen A. Biolo, Chief Financial Officer 

SUBJECT: 2023 – 2024 Financial Audit Reports

Please find attached the City's Comprehensive Annual Financial Report, and State and Federal Single Audit Reports for 2023-2024.

Once again, there are no findings or questioned costs in the State and Federal Grant Reports. I would like to commend School Business Office Staff, Special Education and Consolidated Grants Staff for their diligence and achievement.

Attachments

c: Dr. Darren M. Schwartz, Interim Superintendent of Schools
Nicholas J. Albini, Chief Operating Officer
Linda Riddick-Barron, Supervisor of Grants
Wendy Johns, Director of Pupil Services
File



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: December 27, 2024

To: Mayor Paul K. Pernerewski, Jr.
Michael DiGiovancarlo, President, Board of Aldermen
Members, Board of Aldermen
Members, Financial Audit & Review Commission

From: Michael LeBlanc, Director of Finance *MIL*

Subject: **Financial Audit Reports for the Fiscal Year Ended June 30, 2024**

The enclosed reports have been issued in conjunction with the completion of the City's financial statement audit for the fiscal year ending June 30, 2024:

- **Annual Comprehensive Financial Report (ACFR)**
- **State Single Audit Report**
- **Federal Single Audit Report**
- **Audit Communication Letter**

The Independent Auditor has issued an unqualified opinion on the City's 2024 Annual Comprehensive Annual Financial Report (ACFR) representing that in their opinion, "The financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of June 30, 2024".

The City's prior year 2023 ACFR was awarded the "Certificate of Achievement for Excellence in Financial Reporting" (certificate included on page xix of this year's 2024 ACFR) representing receipt of the certification for the seventeenth consecutive year. The Certificate of Achievement is the highest form of recognition provided for in the area of governmental accounting and financial reporting. Its attainment represents a significant accomplishment by the City's Department of Finance.

The City's current 2024 ACFR has been submitted to the national Government Financial Officer's Association (GFOA) for certification.

The enclosed reports have been timely filed with the State's Office of Policy and Management and the State Department of Education.

The following general overview is provided for each of the issued reports:

2024 – ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

CAFR Report Sections:

- The Transmittal Letter (Pages iii to xviii) provides a comprehensive current overview of the City "The Reporting Entity" on topics pertaining to economic development, financial policies & initiatives and debt management.
- Independent Auditors' Report – Unqualified "Clean" Opinion issued on the City's 2024 Comprehensive Annual Financial Report (Pages 1-4).
- Management's Discussion & Analysis (Pages 5-19). Provides detailed financial analysis of the City's financial activities reported on a government-wide full accrual basis of accounting along with summary financial analysis on the City's governmental and proprietary funds.
- Basic Financial Statements begin on Page 21.
 - Government-Wide Financials (Pages 21 & 22)
 - Governmental Fund Financials (Pages 23 to 26)
 - Proprietary Funds: Water, Utility Administration & WPC Enterprise Financials and the City's combined Self-Insured Internal Service Fund Financials (Pages 27, 28 & 29)
 - Pension Fiduciary Trust Fund Financials (Pages 30 & 31)
- The Notes to the Financial Statements begin on Page 32.
- Required Supplementary Information schedules for the General Fund, Pension Fund/Pension Liabilities and OPEB Liabilities begin on Page 88.
- Combining & Individual Fund Statements and Schedules begin on Page 100.
- Supplementary Data – Schedule of Changes in Bonds & Serial Notes, Page 114.
- Statistical Section Information schedules reporting on financial trends, revenue capacity, debt capacity, demographic and economic information and operating information begins on Page 116.

The City's General Fund - Financial Analysis Overview:

- As of June 30, 2024, the City's General Fund reported a total fund balance of \$29.4 million representing an increase of \$2.2 million over the prior year's fund balance. The General Fund unassigned component of fund balance is \$26.4 million with \$3 million assigned to the fiscal year 2025 Budget. The \$29.4 million total fund balance reserve represents 6.6% of the City's FY2025 appropriations budget of \$446.7 million.
- The General Fund's budgetary results of operations are reported in the General Fund Budget & Actual Schedules RSI-1 & RSI-2 (Pages 88-91). Revenues were \$4.7 million more than the budgeted amount of \$437.8 million. Actual expenditures were \$4.3 million less than appropriated amounts providing for a net budgetary based surplus of \$9.0 million. The net budgetary surplus of \$9.0 million avoided any drawdown of the prior year's \$3.0 million designation of fund balance, provided for \$3.8 million in year-end budgetary surplus transfers to fund various capital purchases and program reserves and provided for a \$2.2 million increase in the General Fund balance "rainy day fund" reserve. The \$3,825,000 in fiscal-year end transfers were approved by the Board of Aldermen on September 23, 2024.
- The City has again designated \$3.0 million of fund balance towards the current FY2025 Budget to reduce the revenue requirement to be raised from property taxes.

2024 - STATE SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the Office of Policy and Management Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2024 Audit.
- No findings or questioned costs are reported related to tested State awards.
- The Schedule of Expenditures of State Financial Assistance reports that the City received/expended \$280.9 million in State assistance for the fiscal year ending June 30, 2024. That amount represents a combination of State revenues recorded in the City's General Fund as well as State grants and reimbursements recorded in the City's special revenue programs and school construction capital projects. Education assistance totaled \$196.7 million or 70.0% of total State assistance.

2024- FEDERAL SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2024 Audit.
- No findings or questioned costs are reported related to tested Federal awards.
- The Schedule of Expenditures of Federal Financial Assistance reports that the City received/expended \$148.5 million in Federal assistance for the fiscal year ending June 30, 2024. That amount represents a combination of Federal program grants and reimbursements that are for the most part recorded in the City's special revenue program funds. COVID-19 ARPA-ESSER assistance expended totaled \$54.1 million and COVID-19 APRA-State & Local Fiscal Recovery Funding assistance expended totaled \$38.2 million.

2024 - Report on Internal Control over Financial Reporting (Included within both State & Federal Single Audit Reports)

- The Report on Internal Control over Financial Reporting letter can be found in both the State and Federal Single Audit Reports.
- The Independent Auditor did not identify any reportable deficiencies in the City's internal controls over financial reporting. Additionally, the Independent Auditor did not identify any instances of noncompliance or other matters that would be required to be reported under *Governmental Auditing Standards*.
- A separate management letter has not been issued.

2024 - Audit Communication Letter

- Professional standards require the Independent Auditor to provide the City with various written communications regarding information about the audit process and the Auditor's related responsibilities.

Please feel free to contact me at mleblanc@waterburyct.org or at (203) 574-6840 should you have any questions or would like to further discuss.



Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut

We have audited the financial statements of the governmental activities, the business-type activities, the each major fund, and the aggregate remaining fund information of the City of Waterbury, Connecticut as of and for the year ended June 30, 2024, and have issued our report thereon dated December 2, 2024. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Connecticut State Single Audit Act (State Single Audit), as well as certain information related to the planned scope and timing of our audit in our planning communication dated June 3, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Waterbury, Connecticut are described in Note 1 to the financial statements.

No new accounting policies were adopted and the application of existing policies was not changed during 2024.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the net pension liability is based on an actuarial valuation utilizing various assumptions and estimates approved by management.
- Management's estimate of the total other postemployment benefit (OPEB) liability is based on an actuarial valuation utilizing various assumptions and estimates approved by management.
- Management's estimate of the useful lives of governmental activities and business-type activities capital assets, which are used in computing depreciation in the government-wide and proprietary fund financial statements.

- Management's estimate of the allowance for doubtful accounts related to taxes and related interest receivable, sewer use billings receivable, and water billings receivable is based on certain historical data and currently known information.
- Management's estimate of the allowance for loss contingencies is based on information provided by legal counsel.
- Management's estimate of the pollution remediation liability is based on currently known information regarding clean-up responsibility and potential grants and other sources of funds to help in the remediation.
- Management's estimate of incurred but not reported medical claims, heart and hypertension claims, and workers' compensation claims are based on information provided by third-party representation.
- Management's estimate of investments measured at fair value not based on market prices, or with permanent impairments, such as derivative instruments, are based on information provided by the investments' custodians.
- Management's estimate of the lease receivable and lease deferred inflows, lease asset and liability, and subscription-based information technology arrangements (SBITA) asset and liability, are based on calculations from a third-party using contracts and information provided by the City.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures. The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Circumstances that affect the form and content of the auditors' report

As previously communicated to you, the report was modified to include an emphasis of matter paragraph to highlight a change in allocation method of the Net Pension and Total OPEB liabilities to the Business-Type Activities as well as the Bureau of Water and Water Pollution Control Enterprise Funds.

Management representations

We have requested certain representations from management that are included in the management representation letter dated December 2, 2024.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management's responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

Supplementary information in relation to the financial statements as a whole

With respect to the schedule of expenditures of federal awards (SEFA) and schedule of expenditures of state financial assistance (SESFA) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA and the SESFA to determine that the

SEFA and the SESFA comply with the requirements of the Uniform Guidance and the State Single Audit, respectively, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA and the SESFA are appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA and the SESFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 2, 2024.

With respect to the combining and individual fund statements and schedules (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated December 2, 2024.

The introductory and statistical sections accompanying the financial statements, which is the responsibility of management, was prepared for purposes of additional analysis and is not a required part of the financial statements. Such information was not subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we did not express an opinion or provide any assurance on it.

Other information included in annual reports

Other information (financial or nonfinancial information other than the financial statements and our auditors' report thereon) is being included in your annual report and is comprised of the Annual Comprehensive Financial Report, including the introductory and statistical sections. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information included in your annual report and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Our auditors' report on the financial statements includes a separate section, "Other Information," which states we do not express an opinion or any form of assurance on the other information included in the annual report. We did not identify any material inconsistencies between the other information and the audited financial statements.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document. You are responsible to provide us the opportunity to review such documents before issuance.

Honorable Mayor and Board of Aldermen
City of Waterbury, Connecticut
Page 5

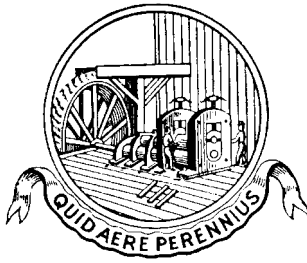
* * *

This communication is intended solely for the information and use of the Honorable Mayor, Board of Aldermen, and management of the City of Waterbury, Connecticut and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

West Hartford, Connecticut
December 2, 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

January 9, 2025

Wilgladys Correa Santiago
171 Harris Circle, Apt, 2E
Waterbury, CT 06704

Dear Ms. Correa Santiago:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #2024001) at \$16.12 per hour.

Your official start date is January 16, 2025.

We have scheduled your orientation for Thursday, January 16, 2025 at 2:00 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be regarding the Pension and Benefits with the City of Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

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.

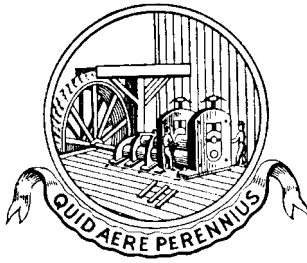
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, Interim Supt of Schools
Linda Franzese, Director of Food Service
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

January 9, 2025

Elena Proano
149 Chester Ave.
Waterbury, CT 06704

Dear Ms. Proano:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #2024001) at \$16.12 per hour.

Your official start date is January 16, 2025.

We have scheduled your orientation for Thursday, January 16, 2025 at 2:00 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be regarding the Pension and Benefits with the City of Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

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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.

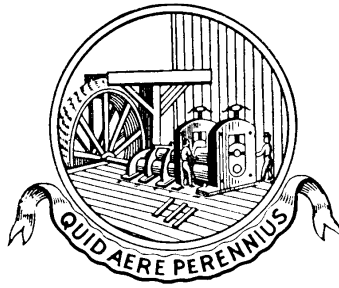
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, Interim Supt of Schools
Linda Franzese, Director of Food Service
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

January 9, 2025

Marcela Visciano
111 Wooster St., Apt. 7E
Naugatuck, CT 06770

Dear Ms. Visciano:

Your name is being certified to the Department of Education – Food Service for the position of Lead Food Service Helper (Req. #20240637A) at \$17.80 per hour.

Your official start date in this position will be January 16, 2025.

Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

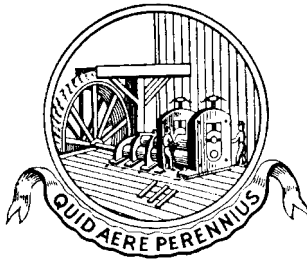
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Linda Franzese, Director of Food Service
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

January 13, 2025

Yesenia Hernandez
166 Woodtick Rd., 1st Fl.
Waterbury, CT 06705

Dear Ms. Hernandez:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #2024001) at \$16.12 per hour.

Your official start date is January 16, 2025.

We have scheduled your orientation for Thursday, January 16, 2025 at 2:00 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be regarding the Pension and Benefits with the City of Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

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Please call us prior to the orientation session if you should have any questions regarding the process.

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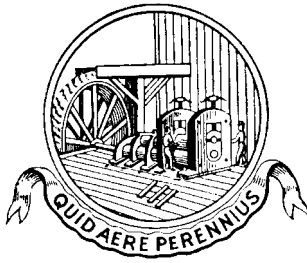
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, Interim Supt of Schools
Linda Franzese, Director of Food Service
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

January 13, 2025 **(REVISED)**

Yesenia Hernandez
166 Woodtick Rd., 1st Fl.
Waterbury, CT 06705

Dear Ms. Hernandez:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #2024001) at **\$16.35 per hour**.

Your official start date is January 16, 2025.

We have scheduled your orientation for Thursday, January 16, 2025 at 2:00 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be regarding the Pension and Benefits with the City of Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

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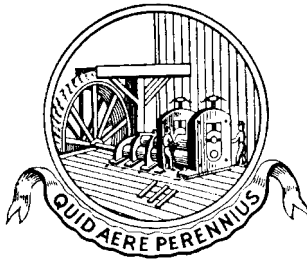
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, Interim Supt of Schools
Linda Franzese, Director of Food Service
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

January 13, 2025

Rhonda Greene
26 Ridgewood St.
Waterbury, CT 06710

Dear Ms. Greene:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper (Req. #2024001) at \$16.35 per hour.

Your official start date is January 16, 2025.

We have scheduled your orientation for Thursday, January 16, 2025 at 2:00 p.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. This portion of the orientation will be regarding the Pension and Benefits with the City of Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 2 hours.

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Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Darren Schwartz, Interim Supt of Schools
Linda Franzese, Director of Food Service
file