Waterbury Board of Education

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

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: September 2, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, September 4, 2025,
West Side Middle School

The Committees of the Board of Education will meet on Thursday, September 4, 2025, 5:30 p.m., West Side Middle School, 483 Chase Parkway, Waterbury, Connecticut.

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

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Peter McCasland

PUBLIC SPEAKING

1. *Committee on Building & School Facilities/10 minutes* ~ Request approval of the Project Manual and associated Professional Cost Estimates (SCG-042 Request for Review of Final Plans) for the following rooftop solar photovoltaic projects:

   a) Wendell L. Cross Elementary School — DAS Project 151-0310 PV
   b) M. M. Generali Elementary School — DAS Project 151-0311 PV
   c) Sprague Elementary School — DAS Project 151-0312 PV
   d) B. W. Tinker Elementary School — DAS Project 151-0313 PV
   e) West Side Middle School — DAS Project 151-0314 PV

2. *Committee on Finance/2 minutes* ~ Request approval of a Services Agreement with Xello Inc. for a College and Career Readiness Platform – N. Toucet

3. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Memorandum of Understanding with Klingberg Family Centers Inc. for special education services – T. Menzies.

4. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with Teaching Strategies for Early Childhood Preschool Curriculum – M. Bergin, J. Frenis.

5. *Committee on Finance/2 minutes* ~ Request approval of a Grant Agreement with ReadyCT for funding for a First Robotics Program – J. Frenis.

6. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement with Jaci Carroll Staffing Services, Inc. for Temporary Professional Staffing Services – G. Thazhampallath.

7. *Committee on Finance/3 minutes* ~ 2024-2025 Final Expenditure Report – D. Biolo.

8. *Committee on Finance/3 minutes* ~ Request approval to apply for the Connecticut Community Foundation Health & Environmental Justice Grant – N. Albini, L. Allen-Brown.

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

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

11. *Superintendent's Update* ~ Dr. Schwartz.

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

a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
Brault, Carl	Volleyball Coach	WMS	08/22/25
Green, David	JV Soccer Coach	CHS	08/21/25
Kerrigan, Ashley	Intradistrict Girls Soccer Coach	CHS	08/21/25
Soucey, David	JV Soccer Coach	KHS	08/25/25

b. Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Effective*
Aragon-Mendoza, Dulce	Teacher Resident/Duggan (Central Inspire) promotional	FT	$20.00/hr ($2000 stipend summer 2026)	F/UPSEU 68	Alliance 25-26	08/20/25
Couceiro, Nicole	Parent Liaison WSMS	FT	$20.97	UPSEU 69	Title I DW 24-26	09/04/25
Crowell, Shonte	Parent Liaison WMS	FT	$20.97/hr	UPSEU 69	Title I DW 24-26	08/21/25
Davis, Brittany	Teacher Resident/Generali (Central Inspire) promotional	FT	$20.00/hr ($2000 stipend summer 2026)	F/UPSEU 68	Alliance 25-26	08/20/25
Davis, Jaclyn	Director of Climate and Student Supports	FT	$140,000 annually	F/WMAA		09/18/25
Sanchez, Dawn	Hall Monitor WAMS (position change from Office Aide)	PT	$16.35/hr	NON BOE	Magnet WAMS 25-26	08/25/25
Stahler Weingarten, Julie	Tutor Bais Yaakov	PT	$25.00/hr	NON BOE	Title I-24	08/25/25

c. Priority School Grant Before & After School Program appointments:

Name	*Position*	*Location*
Vasquez, Valerie	Teacher	Walsh

d. Teacher new hires:

Name		*School*	*Position*	*Grade Level*
(Suriel) Sala	Melanie	NEMS	Math	8
Akter	Afroja	Walsh	Elementary Teacher	5
Alickolli	Trevi	Chase	Elementary Teacher	4
B. Abbass	Hava-Gay	Districtwide	School Psychologist	K-5
Barrios	Laura	Crosby	World Language - Spanish	9-12
Berisha	Donika	Enlightenment	Science	6-8
Blanchette	Skye	Bunker Hill	Special Ed - Resource	K-5
Blumetti	Olivia	Generali	Elementary Teacher	2
Bonadonna	Kristina	Kennedy	ELA	9-12

Bumbala	Haley	Maloney	Elementary Teacher	5
Burstiner	Lillian	Wallace	ELA	8
Callahan	Tanner	Wilson	Elementary Teacher	5
Camacho	Abraham	Hopeville	Bilingual	4
Cavilla	Emilia	Walsh	Bilingual	2
Charbonneau	Sophie	Reed	Elementary Teacher	1
Ciminera	Kimberly	Wendell Cross	Math	6-7
Cipriano	Sarah	Tinker	Elementary Teacher	4
Clavijo-Parrado	Luz	Wilby	World Language - Spanish	9-12
Coleman	Treasure	Wilson	Special Ed - BDLC	K-5
Coles	Amanda	Wilby	Special Ed	9-12
Collazo	Marilyn	WCA	World Language - Spanish	9-12
Cotton	Eric	Wilby	Special Ed - Resource	9-12
Culver	Adam	Wilby	Math HS	9-12
Da Cruz	Alice	Districtwide	School Social Worker	K-5
Damon-Smith	Trevor	NEMS	Computer Education	6-8
Davis	Anitra	Wallace	Special Ed - Resource	6-8
Demers	Denise	Regan	Elementary Teacher	5
Demirs	Jessica	Carrington	Science	7-8
Desiderio	Morgan	Washington	Art	K-5
Dessalines	Michael	Bunker Hill	Elementary Teacher	4
Deutsch	Rachel	WSMS	SLP	PK-12
Doran	Elizabeth	Bucks Hill	Library/Media	K-5
Dreifach	Steven	State Street	Business	5-12
Durant	Logan	Crosby	Social Studies	9-12
Evans	Patria	Bunker Hill	Special Ed - Resource	K-5
Falencki	Kerianne	WSMS	Math	7
Finateri-Liast	Ann	Kingsbury	Library/Media	K-5
Glen	Angelica	Generali	Special Ed - ABA	1-2
Golafshani	Laleh	State Street	Art	PK-12
Green Jr	David	Crosby	Social Studies	9-12
Guido	Alexandra	Gilmartin	Special Ed - Scope	K-5
Harris	LaTonia	Crosby	Special Ed	9-12
Hendler	Lucas	Wilby	Art - Visual	9-12
Holt	Maureen	Wilson	Elementary Teacher	Pre-K
Hughes	Philip	Kennedy	Tech Ed - TBD	9-12
Ianantuoni	Bartholomew	Rotella	Elementary Teacher	4
Jeneva Taylor	Jeneva	Reed	Special Ed	K-3
Keeley	Erin	Sprague	Elementary Teacher	3
Kelly	Katelyn	Reed	Special Ed - Essential Skills	K-3
Kernahan	Melinda	NEMS	Math	8
Kerrigan	Ashley	Crosby	PE/Health	9-12
Kostenko	Sandra	Driggs	Special Ed	K-5
Kubisek	Kathryn	International	Elementary Teacher	2
Kurker	Kellie	Wilby	PE/Health	9-12
Landry	Hannah	NEMS	ELA	8
LeMay Roche	Christina	Wallace	Science	8
Lewis-Darby	Nicole	Crosby	Special Ed	9-12
Lisko	Glenda	Wilby	World Language - Spanish	9-12
Loftus	Danielle	Kingsbury	Elementary Teacher	4
Maia	Kelvin	Districtwide	School Psychologist	9-12
Mamula	Jessica	Crosby	Social Studies HS	9-12
Marszalek-Baldyga	Julia	Wendell Cross	Library/Media	K-8
McAleavey	Angela	Crosby	PE/Health	9-12
McCasland	Kate	Districtwide	Literacy Facilitator	K-5
McKenzie	Alethia	Maloney	Special Ed	Pre-K
McKenzie	Makeda	WSMS	ELA	7
Medina	Lori	WSMS	Special Ed	6-8

Mohamed	Abeer	Districtwide	School Psychologist	K-8
Morea	Marianne	Enlightenment	ELA	6-8
Moriarty	Jason	Carrington	Elementary Teacher	5
Mottola	Melissa	Enlightenment	Math	7-8
M'Sadoques	Amanda	Wallace	ELA	6
Nason	Nicole	Districtwide	School Social Worker	9-12
Nelson	Kristen	Carrington	Special Ed	K-5
Neunzig	James	State Street	FCS - Culinary	K-12
Northover	Tasaya	Crosby	Science	9-12
Oliveria	Jessica	Districtwide	SLP	PK-12
Olivieri	Sylvia	Bucks Hill	Special Ed - CBL	K-5
O'Meara	Carmel	Wilby	ELA	9-12
Ortiz	Marissa	Chase	Bilingual	2
Pariseau	Makayla	Gilmartin	Art	K-8
Perrotti	Lauren	Wilson	Elementary Teacher	5
Pierce	Kristine	Wilby	Math HS	9-12
Preveza	Amy	Driggs	Art	K-5
Procopio	Maesa	WSMS	ELA	7
Quevedo	Heather	Wilson	Art	K-5
Reiner	Aaron	Kingsbury	Special Ed	K-5
Reynoso	Erica	Wendell Cross	Science	7
Rivera	Zulma	Bucks Hill	Bilingual	K
Robinson	Michelle	Wendell Cross	ELA	7-8
Ruel	Natalie	Enlightenment	Special Ed	9-12
Sanford	Jill	Hopeville	SLP	PK-12
Santana	Yaritza	Maloney	Special Ed	Pre-K
Shahen	Cassidy	Carrington	ELA	7-8
Shine	Christine	Generali	Special Ed	K-5
Silver	Sarah	Wendell Cross	Special Ed - Essential Skills	PK-8
Silverio	Arvelys	International	Elementary Teacher	5
Singley	Paul	Wilby	Tech Ed - Video Production	9-12
Smith	Elizabeth	Sprague	Special Ed	Pre-K
Stahl	Anthony	Wilby	FCS - Culinary	9-12
Staton	Kevin	Reed	Library/Media	K-8
Stevens	Robert	Crosby	Tech Ed - Automotive	9-12
Sturdivant	Jason	WCA	Special Ed - Resource	9-12
Sylvester	Joseph	Sprague	PE/Health	PK-5
Taylor	Marnie	Kennedy	Science - Biology	9-12
Teal	Amanda	Reed	Special Ed - Essential Skills	3-5
Theriault	Isabella	Rotella	Elementary Teacher	3
Torres	Andrea	Wallace	Social Studies	8
Torres	Jose	State Street	Tech Ed-Info Tech/Constr.	6-12
Turrell	Thomas	Reed	PE/Health	6-8
Van Dyke	Ryan	Enlightenment	PE/Health	6-12
Velez	Kaitlyn	Chase	Special Ed	K-5
Walluck	Robin	NEMS	Special Ed	6-8
Washington	LaQuelle	Wilson	Elementary Teacher	3
White	Lisa	WSMS	ESL	6-8
Whitney	Abigail	Reed	ELA	7-8
Wisman	Ainsley	WAMS	Science	7

e. Resignations:

Name	*Assignment*	*Effective*
Garcia Pillot, Zulma L.	NEMS – Spanish	08/19/25
Haynes, Ralph	WHS – Special Ed	08/19/25
Horner, Mykarra	Walsh – Grade 5	08/19/25
Leonard, Nicole	NEMS – ELA	08/15/25
Nizzardo, Kari	Supervisor of Science	09/16/25
Rodriguez, Jasmely	CHS – Social Studies	08/15/25

Somma, Lisa	Kingsbury – Special Ed	09/17/25
Thervil, Chanel	W. Cross – Art	08/19/25
Wengertsman, Emily	WSMS – Guidance Counselor	09/05/25
Winington, Emily	Generali – Grade 2	08/19/25

f. Retirements:

Name	*Assignment*	*Effective*
Begley, Tracy	Hopeville/W. Cross STEM Coach	09/30/25

ADJOURNMENT

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

#1a - 1e

Project Manual for **Rooftop Solar Photovoltaic Projects at**

Wendell L. Cross Elementary School
M.M. Generali Elementary School
Sprague Elementary School
B.W. Tinker Elementary School
West Side Middle School

DESIGN/BUILD DOCUMENTS Volume 1 of 1

Project Type – Bid/Design/Build Rooftop Solar Photovoltaic

Project Location:

Project Name	DAS Project ID	Address
Wendell L. Cross Elementary School	151-0310 PV	1255 Hamilton Ave, Waterbury, CT 06706
M.M. Generali Elementary School	151-0311 PV	3196 E Main St, Waterbury, CT 06705
Sprague Elementary School	151-0312 PV	1443 Thomaston Ave, Waterbury, CT 06704
B.W. Tinker Elementary School	151-0313 PV	809 Highland Ave, Waterbury, CT 06708
West Side Middle School	151-0314 PV	483 Chase Pkwy, Waterbury, CT 06708

Project Owner:

City of Waterbury: 235 Grand Street, Waterbury, CT 06702
Waterbury RFP #8595

Project Team

Project Manager:

CSW Energy
1 Prestige Drive, Suite 103
Meriden, CT 06450

Legal Liaison:

Klee Sustainability Advisors
33 North Racebrook Road
Woodbridge, CT 06525

Building Inspector	Frank Baker	_____	___/___/2025
Fire Marshal	Tom Fitzgerald	_____	___/___/2025
Health Inspector	Richard Lee	_____	___/___/2025
ADA 504 Coord.	Geen Thazhampallath	_____	___/___/2025

Date: 08/20/2025

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DOCUMENT 00 0103 - PROJECT DIRECTORY

PROJECT: Rooftop Solar Photovoltaic Projects at the following sites:

Project Name	Address
M.M. Generali Elementary School	3196 E Main St, Waterbury, CT 06705
Sprague Elementary School	1443 Thomaston Ave, Waterbury, CT 06704
B.W. Tinker Elementary School	809 Highland Ave, Waterbury, CT 06708
Wendell L. Cross Elementary School	1255 Hamilton Ave, Waterbury, CT 06706
West Side Middle School	483 Chase Pkwy, Waterbury, CT 06708

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

PROJECT TEAM:

Project Manager:

CSW Energy
1 Prestige Drive, Suite 103
Meriden, CT 06450

Legal Liaison:

Klee Sustainability Advisors
33 North Racebrook Road
Woodbridge, CT 06525

END OF DOCUMENT 00 0103

DOCUMENT 00 0110 – TABLE OF CONTENTS

INTRODUCTORY INFORMATION

Document 00 0101	Project Manual Title Page
Document 00 0103	Project Directory
Document 00 0110	Table of Contents

BIDDING AND CONTRACT REQUIREMENTS

Document 00 1113	Advertisement for Bids
Document 00 1116	Invitation to Bid
Document 00 3116	Project Budget Information
Document 00 4153	Bid Form – Design/Build (Single Prime Contract)
Document 00 4513	Proposer Qualifications
Document 00 4519	Non-Collusion Affidavit
Document 00 5253	Agreement Form – Owner/Design-Builder for a Stipulated Sum
Document 00 6333	Supplemental Instruction Form
Document 00 6357	Change Order Request Form
Document 00 6363	Change Order Form

END OF DOCUMENT 00 0110

DOCUMENT 00 0113 – ADVERTISEMENT FOR BIDS

LEGAL NOTICE

WATERBURY PUBLIC SCHOOLS REQUEST FOR PROPOSALS (RFP) FOR

FIVE (5) ROOFTOP SOLAR PHOTOVOLTAIC PROJECTS

WATERBURY RFP #8595

Project Name	DAS Project ID
Wendell L. Cross Elementary School	151-0310 PV
M.M. Generali Elementary School	151-0311 PV
Sprague Elementary School	151-0312 PV
B.W. Tinker Elementary School	151-0313 PV
West Side Middle School	151-0314 PV

[Month] [Day], 2025

The City of Waterbury and the Waterbury Public Schools (collectively, the "City") seek proposals from solar development companies (each a "Proposer") to design and build a rooftop solar photovoltaic system ("System" or "Project") at the above listed sites ("Site" or "Facility"). Each Proposer **MUST** be a Connecticut Department of Administrative Services ("CT DAS") Prequalified Construction Contractor in the SOLAR ELECTRIC classification in order to be eligible to submit a proposal for this RFP.

CSW Energy ("CSW") and Klee Sustainability Advisors ("KSA") comprise the Project Team ("Project Team") and are supporting the City on this Request for Proposals ("RFP").

The RFP is available electronically at the following sites:

City of Waterbury Procurement Portal: https://waterburyct.procureware.com/Bids
CT DAS Contracting Portal https://biznet.ct.gov/SCP_Search/default.aspx?Src=CISplash

It is the Proposer's responsibility to be aware of any updates or addendums to the RFP.

Proposers must submit two (2) printed, signed original copies of their entire Proposal, and one (1) electronic copy of their entire Proposal in PDF format, on a USB flash drive or memory

stick. Proposers shall submit their proposals in a sealed envelope and clearly marked on the outside "Waterbury RFP #8595 / State Project Nos. 151-0310 PV, 151-0311 PV, 151-0312 PV, 151-0313 PV, 151-0314 PV" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted.

Proposals are to be in Waterbury City Hall, Purchasing Office, Room 103, 235 Grand Street, Waterbury, CT 06702, no later than **[TIME] am on [Month] [Day], 2025,** at which time they will be publicly opened. Proposals received after the submission date will not be considered.

The City reserves the right to amend or terminate this RFP, accept or reject any proposals, waive any informalities or non-material deficiencies in a proposal, and select the proposal from a Proposer that, in the City's sole discretion and judgment, will be in the City's best interests. The City's decision shall be final, shall not be subject to review or appeal, and may be based on any criteria in the City's sole discretion, including but not limited to price, contract terms, and the experience of the Proposer.

Any contracts shall be preceded by a preliminary Notice of Selection and thereafter be contingent and non-binding until all approvals are received from applicable regulatory agencies and City authorities, and successful execution of the Construction Contract.

END OF LEGAL NOTICE

END OF DOCUMENT 00 1113

DOCUMENT 00 0116 – INVITATION TO BID

PART 1 – GENERAL

1.1 PROJECT INFORMATION

A. Notice to Proposers: Qualified Proposers are invited to submit proposals for the Project as described in this Document according to the Instructions to Proposers.

B. Project Identification: Waterbury RFP #8595 at the following Sites:

Project Name	DAS Project ID	Address
Wendell L. Cross Elementary School	151-0310 PV	1255 Hamilton Ave, Waterbury, CT 06706
M.M. Generali Elementary School	151-0311 PV	3196 E Main St, Waterbury, CT 06705
Sprague Elementary School	151-0312 PV	1443 Thomaston Ave, Waterbury, CT 06704
B.W. Tinker Elementary School	151-0313 PV	809 Highland Ave, Waterbury, CT 06708
West Side Middle School	151-0314 PV	483 Chase Pkwy, Waterbury, CT 06708

C. Owner: **City of Waterbury,** 235 Grand Street, Waterbury, CT 06702

1. Purchasing Agent: Kevin McCaffery, Director of Purchasing, City of Waterbury, 235 Grand Street, Room 103, Waterbury, CT 06702; (203) 574-6747.

D. Project Manager: CSW Energy, 1 Prestige Drive, Suite 103, Meriden, CT 06450

1. Project Manager's Representative: Sam Dziekan, sam@cswenergy.com

E. Brief Project Description

1. The Project involves the design and construction of turnkey, front-of-meter rooftop solar photovoltaic systems on recently replaced roof sections at the sites. The systems will include a data acquisition system and a lobby-mounted kiosk to display real-time energy production for educational and public engagement purposes.

2. Safe-harbor of federal tax incentives. The City plans to work with any Selected Proposer to try to meet the requirements for safe-harbor of the federal Investment Tax Credits for solar installations that commence construction on or before December 31, 2025.

F. Construction Contract:

1. Proposals will be received for the following work ("Work"): Proposals will be received for a Design/Build Contract with a qualified solar electric contractor ("Contractor"). The Work includes providing fully operational front-of-meter rooftop solar photovoltaic systems on designated roof sections at the Sites, as well as integration of data acquisition systems and public-facing display kiosks.

G. Funding Sources: The Project is paid for in part by state funds provided by the Connecticut Department of Administrative Services, Office of Grant Administration.

H. Tax Exempt: The City of Waterbury is exempt from State Sales Tax under Connecticut General Statutes Chapter 219, Section 12-412(1)(A).

I. Key Dates:

1.	RFP Release	**[Month] [Day], 2025**
2.	Non-mandatory site visit	[+ 7 days], 2025
3.	Request for Information (RFI) Due	[+7 days], 2025
4.	RFI Responses	[+ 7 days], 2025
5.	Proposals due	[+ 14 days], 2025
6.	Preliminary Notice of Selection	[+ 14 days], 2025
7.	Submit Selection to City, BOA & BOE	Within 45 days of Preliminary Notice of Selection
8.	Contracts executed	Ten days after City, BOA & BOE Approval of Selection
9.	Presentation of final design to DAS	Sixty (60) days after Contract execution
10.	Project completion on or before	December 31, 2027

1.2 COST FOR PREPARING AND OWNERSHIP OF PROPOSALS

A. The costs incurred by Proposers in developing their proposals are their sole responsibility, and the City, the BOE, and CSW & KSA shall have no liability for such cost.

B. All proposals submitted shall become the City's property and will not be returned to the Proposers.

1.3 DOCUMENTS

A. Online Procurement and Contracting Documents: Obtain access on **[Month] [Day], 2025** on the following websites:

City of Waterbury Procurement Portal: https://waterburyct.procureware.com/Bids
CT DAS Contracting Portal https://biznet.ct.gov/SCP_Search/default.aspx?Src=CISplash

B. Any addenda will be posted to the Waterbury Procurement Portal and the CT DAS contracting portal. All Proposers are responsible for checking for new addenda.

1.4 NON-MANDATORY SITE VISIT

A. A non-mandatory site visit for prospective Proposers to view the conditions at the Sites will commence at **[TIME] on [Month] [Day], 2025** in the order listed below:

Time	Project Name	Address
TBD	**M.M. Generali Elementary School**	3196 E Main St, Waterbury, CT 06705
TBD	**Wendell L. Cross Elementary School**	1255 Hamilton Ave, Waterbury, CT 06706
TBD	**B.W. Tinker Elementary School**	809 Highland Ave, Waterbury, CT 06708
TBD	**West Side Middle School**	483 Chase Pkwy, Waterbury, CT 06708
TBD	**Sprague Elementary School**	1443 Thomaston Ave, Waterbury, CT 06704

B. Prospective Proposers will be required to sign-in at commencement of the site visit. The sign-in sheet will be posted on the City Purchasing Department website. Copies will not be made available at the site visit, nor will they be faxed out.

C. All requests for information will be answered in writing as specified below in Section 1.5 on Requests for Information / Addenda.

1.5 REQUESTS FOR INFORMATION / ADDENDA

A. If any Proposer contemplating submitting a proposal for the construction of the work is in doubt as to the true meaning of any part of the Project Manual or proposed contract documents, or finds discrepancies in or omissions from any part of the Project Manual or proposed contract documents, the Proposer may submit a written Request for Information (RFI) in the time and manner indicated below.

B. RFIs must be directed to the City of Waterbury ProcureWare website for RFP# 8595, at https://waterburyct.procureware.com/Bids

C. Written **RFIs will not be accepted after [TIME] PM on [Month] [Day], 2025.** The Proposer submitting the request shall be responsible for its prompt delivery.

D. Responses to RFIs will be in the form of **an addendum that will be posted approximately [Month] [Day], 2025** at the close of business to the City of Waterbury Procurement Portal: https://waterburyct.procureware.com/Bids.

The City will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

E. It is the responsibility of each Proposer to retrieve addenda from the website.

F. Any contact about this proposal between a Proposer and any other City official and/or department manager and/or City employee, other than as set forth above, may be grounds for disqualification of that Proposer.

G. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

1.6 PROPOSAL SUBMITTAL AND OPENING

A. Proposers must submit two (2) printed, signed original copies of their entire Proposal, and one (1) electronic copy of their entire Proposal in PDF format, on a USB flash drive or memory stick.

B. Proposers shall submit their proposals in a sealed envelope and clearly marked on the outside "Waterbury RFP #8595 / State Project Nos. 151-0310 PV, 151-0311 PV, 151-0312 PV, 151-0313 PV, 151-0314 PV" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted.

C. Proposals are to be in the Waterbury City Hall, Purchasing Office, Room 103, 235 Grand Street, Waterbury, CT 06702, **no later than [TIME] on [Month] [Day], 2025**, at which time they will be publicly opened. Proposals received after the submission date will not be considered.

D. All proposals will be received and analyzed by the District and the Project Team. The Project Team will provide a recommendation and ranking of the proposals to the District. The District will ultimately select the winning proposal and execute a Design/Build contract with the awarded Proposer.

1.7 PROPOSER QUALIFICATIONS

A. Proposers must be properly licensed under the laws governing their respective trades and be able to obtain insurance required for the Work. Insurance in a form acceptable to the Owner, described herein, will be required of the successful Proposer.

B. Proposers must meet all current State of Connecticut Department of Administrative Services requirements under Connecticut General Statutes Sections 4a-100 and 4b-91, including but not limited to the requirement that Proposers shall be Pre-Qualified and registered with the State of Connecticut Department of Administrative Services as a Solar Electric Contractor.

1. Each Proposer **MUST** be a Connecticut Department of Administrative Services ("CT DAS") Prequalified Construction Contractor in the Solar Electric classification in order to be eligible to submit a proposal for this RFP. Information on how to apply to the CT DAS Construction Contractor Prequalification Program can be found at: https://portal.ct.gov/DAS/Procurement/PreQual/DAS-Construction-Contractor-Prequalification-Program. **Note that it may take 60 or more days to receive a final determination on your Construction Contractor Prequalification application.** Proposers interested in this RFP should obtain their CT DAS Construction Contractor Prequalification as soon as possible.

2. The Pre-Qualification must be in place at the time of proposal submission and remain active and in good standing throughout the project.

3. Proof of Pre-Qualification as a Solar Electric Contractor, and the related "DAS Update (Bid) Statement" **must be submitted with the proposal**, as required by Conn. Gen. Stat. Sections 4a-100 and 4b-91.

4. If a solar developer has partnered with a registered Solar Electrical Contractor with the State of Connecticut Department of Administrative Services then this must be reflected in the Proposal. In this scenario, the registered Solar Electric Contractor will serve as the prime contract counterparty in the agreement with the District.

C. Proposers shall submit with the proposal a list of three (3) successfully completed rooftop solar photovoltaic projects, with references and contact information, for projects of a similar scope and size completed within the last three (3) calendar years to be considered for award of the contract.

D. This Proposer Qualifications section shall include a company overview and relevant experience.

1. Highlight key personnel and subcontractors who will be assigned to this project.

2. Describe their respective experiences and skills with the development, engineering and installation of commercial and municipal projects.

3. Describe how this experience is relevant to the projects outlined in the RFP.

4. Highlight the relevant licenses and certifications held by these key personnel.

1.8 BID BOND / BID SECURITY

A. A five (5) percent Bid Bond or equal approved security must be submitted with the proposal. Any proposal submitted without such security will be excluded from the RFP process. No exceptions.

B. The Bid Bond furnished, as proposal security, must be duly executed by the Proposer as principal. It must be in the amount equal to five percent (5%) of the total estimated proposal, as guarantee that, in case the contract is awarded to the Proposer, the Proposer will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

C. Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated proposal.

D. All Bid Bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policyholders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the City. The City always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the Proposer shall be deemed non-responsive. A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

E. Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any proposal not accompanied by such security will be excluded from consideration.

1.9 PERFORMANCE AND LABOR AND MATERIAL BOND

A. The successful Proposer, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of

Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

B. In the event that the successful Proposer, where required to provide evidence of insurance and a performance bond does not do so before beginning work, the City reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the City.

C. All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policyholders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the City. The City always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated. A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

1.10 BOND REQUIREMENT – NON-RESIDENT CONSTRUCTION CONTRACTORS

A. Any non-resident construction contractor should follow the State Department of Revenue Services Guidance on furnishing security for Connecticut taxes arising from jobs performed in Connecticut, as found in https://portal.ct.gov/DRS/Publications/Special-Notices/2012/SN-2012-2

1.11 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

A. The District is an Affirmative Action, Equal Opportunity Employer. Minority and/or Women's Business Enterprises are encouraged to apply.

B. All Proposers must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

C. All Proposers must complete, sign, and return the "CHRO Contract Compliance Regulations Notification to Bidders" form to the District at the time of proposal opening. Proposals not including this form will be considered incomplete and rejected. This form is attached at Exhibit 1, and can also be found at http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf

D. The successful Proposer shall set a goal of twenty-five per cent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE's, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified Minority ("MBE"), Women ("WBE") and/or Disabled ("DisBE") owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.

D. The successful Proposer shall file within 30 days following the intent to award notice, an Affirmative Action Plan or Set Aside plan. This plan must be approved by the CHRO prior to the award of the construction contract.

1.12 GENERAL SCOPE OF THE WORK

A. Proposers shall include in their proposal all labor, materials, equipment, and services necessary for the performance and completion of all Work. This includes but is not limited to designing and building a turnkey and fully operational behind the meter rooftop solar photovoltaic systems on the roofs of the Sites.

a. Table 1 below identifies the type of new roof in place at each school, and its warranty term.

Table 1: Roof summary information

Project Name	DAS Project ID	Roof Type	Warranty Term Years (Expiration Date)
Wendell L. Cross Elementary School	151-0310 PV	Asphalt Shingle and TPO	50 Years (7/30/2071)
M.M. Generali Elementary School	151-0311 PV	Built-Up Roof	25 Years (12/14/2047)
Sprague Elementary School	151-0312 PV	Built-Up Roof & Standing Seam	30 Years (09/24/2054)
B.W. Tinker Elementary School	151-0313 PV	Built-Up Roof	30 Years (09/24/2054)
West Side Middle School	151-0314 PV	EPDM	30 Years (08/22/2047)

b. Refer to "Section 2.8 Roof Warranties" for additional information

1.13 BACKGROUND CHECKS AND SUBCONTRACTORS

A. All personnel of the awarded Proposer, including those of their subcontractors are subject to a background check at the expense of the Proposer. The awarded Proposer and any subcontractors must submit their licenses to the District for the background check.

B. The use of subcontractors by the awarded Proposer is acceptable. However, the awarded Proposer is responsible for the entirety of the contract performance. The City reserves the right to approve all subcontractors.

1.14 FUNDING AND EMPLOYMENT CONDITIONS – PREVAILING WAGES

A. Due to funding sources for this Project, the Contract requires compliance with certain Federal State, and/or local requirements for wages paid by the Contractor, and conditions of employment.

B. Wages paid to a mechanic, laborer or workman employed for the Work of this Project shall be at a rate equal to the rate customary or prevailing for the same

work in the same trade or occupation. These customary or prevailing rates for wages have been determined by the State of Connecticut, and specifically identified for this Project.

C. The Connecticut State Department of Labor has determined that this Project is subject to the prevailing wage requirements stipulated by Connecticut General Statute Section 31-53. The Contractor shall submit weekly, to the Owner, a payroll certification and a certified statement of compliance, in accordance with Public Act 93-392.

D. Prior to receiving Final Payment, the Contractor shall certify to the Owner, that the wage paid to each mechanic, laborer, and workman for this Project was equal to or greater than the applicable prevailing rate.

E. In addition to local ordinances, on which the above requirements are established, the Contractor shall comply with the applicable provisions of the Labor Laws enacted by the State of Connecticut, administered by the State Department of Labor.

F. The following excerpt from 1963 Public Act 240, Section 1, is included for reference: "The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-78 of the General Statutes, 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 projects is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for classification on each pay day."

G. In the event that there is no prevailing wage rate set for the specific occupation or trade of a mechanic, laborer, or workman who is employed for the Work of this Project, the Contractor shall notify the Commissioner of the Connecticut State Department of Labor for a determination of the applicable wage rate.

H. The prevailing wage rates set by the State for this Project shall be the minimum paid to mechanics, laborers, and workmen employed by the Contractor for these occupations on this Project. The Owner will not consider claims by the Contractor for additional compensation because of payment of wages in excess of these rates.

I. The Contractor shall post copies of the State's schedule of rates at conspicuous points at the Project site, showing the prevailing minimum wages rates and the authorized deductions to be made from each wage category.

J. The documents listed below [will be/have been] issued by the Connecticut State Department of Labor, and they designate prevailing wage rates and required compliance forms pursuant to the Connecticut General Statutes. Documents listed are included in the Project Manual as Exhibit 2. Original documents of the compliance statements and payroll certification form may be obtained from the State of Connecticut, Department of Labor, Regulation of Wages Division, 200 Folly Brook Boulevard, Wethersfield, Connecticut 06109-1114.

1. Prevailing Wage Poster
2. Prevailing Wage Rates, dated [Month] [Day], 2025.
3. Prevailing Wage Footnotes
4. Information Bulletin on Occupational Classifications
5. Special Notice on Statute 31-55a
6. Copy of Statute 31-53b
7. Informational Bulletin on 10-Hour OSHA Construction Safety & Health Course
8. Contracting Agency Certification Form
9. Contractor's Wage Certification Form.
10. Payroll Certification Forms ROW-CP 1 and CP 2.

PART 2 – SCOPE OF DESIGN AND CONSTRUCTION WORK FOR THE PROJECT

2.1 PRELIMINARY WORK COMPLETED PRIOR TO RELEASE OF PROJECT MANUAL

A. Not applicable.

2.2 SYSTEM CONFIGURATION, INCENTIVE PROGRAM & DESIGN PARAMETERS

A. Each project is a front-of-the-meter, Buy-All-Sell-All installation and will interconnect to an existing utility-owned transformer at the Site. Photos of the transformers at each site are available in Exhibit 3.

B. The Proposers shall reference Exhibit 4; which are site plans depicting usable roof areas. The Proposers are not required to match the exact footprint of the module layout depicted in these site plans.

C. The City has obtained Eversource Non-residential Renewable Energy Solutions ("NRES") Program incentives for each of the five school solar projects. The NRES Program information is summarized in Table 2 below.

Table 2 - NRES Program Summary Information

Project Name	DAS Project ID	NRES Program Award #	System Size (kW-AC)	Delivery Term Start Date
Wendell L. Cross Elementary School	151-0310 PV	pending, application submitted August 2025	200	To Be Determined
M.M. Generali Elementary School	151-0311 PV	SZ3 - ESNRES-00675	125	5/15/2027
Sprague Elementary School	151-0312 PV	SZ3 - ESNRES-00677	125	5/15/2027
B.W. Tinker Elementary School	151-0313 PV	SZ3 - ESNRES-00676	150	5/15/2027
West Side Middle School	151-0314 PV	SZ3 - ESNRES-00326	200	5/15/2027

D. In order to develop a system size, the Proposers shall consider the NRES size, available roof space, contingent approval, production modeling and structural capacity. High resolution drone imagery of each school is available in Exhibit 5 for use in system design.

2.3 SYSTEM DESIGN & PERMITS

A. After the preliminary Notice of Selection, and successful execution of the Construction Contract, the selected Proposer shall become a Contractor.

B. The Contractor shall develop a fully engineered System that is in compliance with all applicable building and electrical codes, zoning regulations, industry best practices and utility interconnection requirements. All construction documents must be signed and sealed by professional engineers registered with the State of Connecticut.

C. The Contractor shall review the electrical specifications in Exhibit 6. The Contractor's final system designs and installation must comply with these specifications.

D. Structural Analysis and Capacity Verification: The Contractor, through a Connecticut licensed professional engineer, shall perform a structural assessment of each project site's rooftop in order to confirm that the existing roof structure has an available load capacity suitable for supporting a standard ballasted and/or attached photovoltaic (PV) racking system. The racking system must be designed to secure the modules and withstand wind uplift, in accordance with applicable codes and industry standards.

E. The Contractor is responsible for acquiring all necessary permits from governing agencies, and for the payment of associated fees.

1. The City has waived fees for municipal permits. However, the Contractor is responsible for payment of the State of CT Education Fee associated with permitting.

F. The Contractor is responsible for all tasks and fees associated with utility interconnection, which includes but is not limited to meter fees and new work order requests.

G. The Project must have a minimum anticipated useful life of 20 years. The Project shall generate electrical power for the entirety of the minimum lifetime. Equipment shall be selected and installed in a manner to meet this life expectancy.

2.4 MAJOR SYSTEM COMPONENT REQUIREMENTS

A. All Proposal submissions shall only use the major system components listed in Table 3.

Table 3 - Approved Vendor List

Major System Component	Approved Vendors
Modules	Bloomberg New Energy Finance (BNEF) Tier 1 photovoltaic module manufacturers
Inverters	Chint Power Systems SMA America SolarEdge Technologies Yaskawa Solectria
Racking	DCE AeroCompact KB Racking PanelClaw Sollega UNIRAC (includes Ecolibrium)
Data Acquisition System	Also Energy Green Mountain Power Dash

B. The major system components selected by the Contractor shall have the following minimum product warranty terms listed in Table 4.

Table 4 - Minimum Product Warranty Information

Component Type	Warranty Term Minimum
Module	20 years
Inverter	10 years*
Racking	20 years

*The City (or third-party System maintenance provider) shall be responsible for inverter replacement if needed after the inverter warranty expires.

C. Rapid Shutdown Devices shall be provided and installed where required to meet NEC requirements. Alternatively, the awarded Proposer may utilize a UL 3741-listed PV Hazard Control System in conjunction with compatible racking and inverter equipment to achieve compliance, provided it meets all applicable code requirements and is clearly documented in the design submittal.

2.5 ELECTRICAL INTERCONNECTION

A. All five Sites will participate in the CT NRES Buy-All, Sell-All incentive program, with each PV System operating front-of-the-meter through a newly installed dedicated service. The Contractor is expected to be familiar with all applicable interconnection requirements, solar interconnection guidelines, and NRES program rules. The Contractor will be fully responsible for the interconnection application process and securing contingent approval for construction with the utility company for each awarded System. This includes but is not limited to the riser diagram, site plan, standard application fees, and meter fees, if applicable. Respondents should review all publicly available resources to help inform their responses in this RFP, including hosting capacity maps.

The plans must include the method for connecting the System into the existing electrical service equipment of the Site, along with details and specifications on modules, inverters, rapid shutdown devices, monitoring, balance of system electrical components, labeling, and wire management protocols.

B. Several exhibits are available that provide detail regarding the locations of the existing utility electric specifications of the existing infrastructure.

C. The Contractor may route conduits along the building exterior under the following conditions:

1. Exact routing of conduit is field coordinated and approved by a facility representative.

2. Conduits must be painted to match the building exterior.

2.6 PRODUCTION MONITORING

A. The monitoring system shall be connected to the building's existing server for internet access. At a minimum the monitoring system must allow for remote performance monitoring of each System's Real Power (kW), Energy (kWh), Voltage (V), Amperage (A) and Power Factor. It must also include a weather station that monitors irradiance, ambient and cell temperatures. The monitoring system must come with a minimum five year subscription to the manufacturer's platform.

B. If DC Optimizers are installed, the inverter shall also communicate to a fully mapped monitoring platform (e.g. SolarEdge's inverter monitoring platform) that is capable of identifying the physical location of failed optimizers.

C. A flat panel (minimum size of 42") display connected to the production monitoring system shall be mounted on a lobby wall of the Facility to show real-time energy production values. The Contractor is responsible for providing the display, mounting devices suitable for the available wall space and a school setting, power and internet feeds. Exact location for mounting shall be identified by facility personnel. Access to historical and live production data must be granted to the City.

2.7 ENGINEERED RACKING SYSTEM DESIGN

A. Based on the Contractor's required structural analysis through a Connecticut licensed professional engineer noted above (see Section 2.3), the Contractor shall develop a fully engineered racking design for mounting the solar modules. The racking system must be designed to secure the modules to the roof and resist wind uplift forces in accordance with applicable building codes and site-specific wind speeds.

B. For low-slope roofs, the selected lead-in racking product shall be a ballasted system. Where necessary, supplemental attachments may be used to ensure compliance with local wind requirements and roof warranties.

The final design must also:

1. Maintain all existing roof drainage pathways, including ensuring no roof drains are blocked or impeded by racking.

2. Comply with the wind exposure and loading conditions specific to the City of Waterbury.

3. Integrate with the existing roofing system without compromising its integrity or warranty (refer to Section 2.9 “Roof Warranties” for additional guidance).

C. The Contractor is responsible for conducting an uplift analysis and coordinating with their racking vendor to ensure compliance with both structural and wind resistance requirements.

D. On any pitched roof, a snow rail shall be provided and installed on the lower edge of the array perimeter to mitigate snow and ice shedding. The Contractor shall provide the site representative with a maintenance plan that outlines when snow and/or ice removal is necessary and the proper procedures.

E. The pitched roof at Wendell L. Cross Elementary School has an attached pad-style snow guard system. This snow guard system shall remain in place. Racking and solar panels may be designed to cover the snow guards as long as no damage is made to the roof decking or shingles. See Exhibit 7 for the snow guard data sheet and Exhibit 8 for a photo of the snow guards on the roof.

2.8 ROOF STAGING

A. If the Contractor chooses to load and stage materials on the roof during construction they must engage with a Connecticut licensed professional structural engineer to prepare a loading plan.

1. Such a plan must identify acceptable locations for staging materials, the allowable weight and setback requirements between staging areas.

2. All materials must remain properly secured at all times.

3. Staging areas should be field coordinated to insure materials will not interfere with work of other tradespeople

2.9 ROOF WARRANTIES

A. At each school the roof was completely replaced within the past few years. All roof sections are available for solar, except for portable structures, which are identified in the Exhibit 4 Site Plans. The Roof Membrane types and duration of warranties are listed in Table 1 above.

1. Copies of the roof warranties for each school are included in Exhibit 9. Roof work such as penetrations and attachments shall be performed by a roofer certified to work on the specific roofing products installed at each of the five schools.

B. Slip sheets or a sacrificial layer of roof membrane must be installed under any and all points of contact with the existing roof and the solar equipment. This includes but is not limited to racking components, conduit support blocks, inverter and panelboard mounting structures. The slip sheet must meet the specification of the roofing membrane – i.e., manufacturer, membrane type, thickness.

C. It is the responsibility of the Contractor to perform work in such a manner to insure the roof warranty and/or the roofing contractor's workmanship warranties are not impacted. In addition, the Contractor is responsible for securing an overburden waiver from the roofing manufacturer. This includes any required inspections, fees, documentation, and coordination with the roofing manufacturer, and the roofing contractor.

2.10 SITE PLAN

A. The site plan must identify the location of all new equipment as well as the location of any existing electrical equipment where work will be performed as part of the Project.

B. Where necessary to protect equipment from vehicular traffic the Contractor shall provide and install bollards. These too shall be included on the site plan.

C. Provide housekeeping pads for all exterior electrical equipment that is not wall-mounted. Pads shall be appropriately sized, constructed of durable materials, and installed in accordance with applicable codes and manufacturer requirements.

2.11 GENERAL CONDITIONS

A. All General Conditions necessary for the execution of the Work shall be the sole responsibility of the Contractor. This includes, but is not limited to, project management, supervision, scheduling, safety compliance, temporary facilities (e.g., power, water, sanitation), site security, traffic control (if applicable), material handling and storage, debris removal, and daily site clean-up.

B. The Contractor shall also be responsible for coordination with all relevant stakeholders, attendance at required meetings, documentation and reporting, and adherence to all local, state, and federal regulations.

C. Costs associated with General Conditions shall be included in the Contractor's pricing and not listed as separate or additional items.

2.12 CONSTRUCTION

A. The Contractor shall supply all equipment, materials, and labor necessary to install a turnkey operational System.

B. The Contractor is responsible for establishing a staging area, coordinating material delivery, storage and Site security. The final staging area must be approved by the District prior to Site mobilization.

C. All work shall be performed by tradespeople holding adequate licensing.

D. The Contractor is responsible for mechanical installation and assembly of racking components, ballasting, mechanical attachments, and mounting of modules.

1. Refer to Section 2.9 for more information regarding installation of any roof penetrations.

E. The Contractor must furnish a complete and operational electrical system. This includes but is not limited to:

1. Mounting and wiring equipment such as modules, inverters, combiner boxes, panelboards, disconnect switches, transformers, housekeeping pads and meters.

2. Reviewing the location of any equipment to be mounted inside or on the building exterior with the District prior to start of work.

3. Interconnecting the System.

2.13 SITE CLEANUP AND RESTORATION WORK:

A. The Contractor shall include the restoration of all existing work, including but not limited to sidewalks, structures, driveways, streets, parking areas, lawns, plants, shrubs, and all other existing buildings and Site improvements, which are damaged or destroyed by encroaching upon areas within or beyond the Project.

B. All restoration work shall be done in a manner so as to restore all work to its original condition, using similar materials and construction and all such work shall be performed to the complete satisfaction of the Owner.

C. A dumpster must remain on Site during the duration of the project, and shall be emptied weekly. Upon completion of the Project the dumpster and all other remnants of construction shall be removed from the Site. At the end of each workday the Site must be left clean, tidy and secure. Materials shall be stored in such a manner that they are protected from damage.

D. The roof shall be cleaned of debris at the end of each workday. Special attention should be paid to removing items such as screws, nails and other hardware which could damage the roof membrane.

2.14 UTILITY COORDINATION, APPROVAL TO ENERGIZE, NRES REGISTRATION

A. The Contractor shall submit a new Work Order Request with the utility company and coordinate all required utility site visits. This includes securing approval for final equipment locations, performing necessary field verifications, coordinating utility shutdowns, and completing the interconnection to the secondary side of the existing utility-owned transformer.

B. The Contractor is responsible for all utility coordination, testing requirements and associated fees necessary to achieve approval to energize and an executed interconnection agreement for each System.

C. The Contractor is responsible for registering the NRES with all agencies as needed to ensure the City of Waterbury receives the NRES revenue.

D. The City of Waterbury has posted the required Performance Assurance as part of the NRES application. It is the responsibility of the Contractor to ensure the Performance Assurance is returned to the City of Waterbury following registration of the NRES with all relevant agencies.

2.15 COMMISSIONING AND PROJECT CLOSEOUT

A. The Contractor shall be responsible for full commissioning of the projects to confirm that the installation is in accordance with the construction documents and compliant with all applicable codes and standards. The Contractor shall coordinate and review the commissioning procedures and schedule with the City in advance of testing activities.

As part of the commissioning process, the Contractor shall perform all necessary system testing to verify proper installation, functionality, and safety of all photovoltaic system components. The following tests and inspections shall be completed, and results submitted as part of the project closeout documentation:

1. Visual Inspection: Inspect all system components for physical damage, correct installation, wire management, proper labeling, equipment clearances, and adherence to design plans and code requirements.

2. Continuity Checks: Verify continuity of all grounding and bonding conductors to confirm proper electrical connections for system safety.

3. Polarity Verification: Check string and circuit wiring to confirm correct polarity of DC conductors prior to energizing the system.

4. Insulation Resistance Testing: Measure insulation resistance between conductors and ground to confirm electrical isolation and detect possible faults or moisture intrusion.

5. String Testing: Contractor shall perform comprehensive string-level testing to validate the electrical performance and integrity of all PV strings. Required tests include:

    a. Open-Circuit Voltage (Voc) Verification: Measure and record Voc for each string. Values must align with design tolerances and be consistent across similar strings.

    b. Short-Circuit Current (Isc) Verification: Measure and record Isc for each string under similar irradiance conditions to identify underperformance or electrical issues.

    c. I-V Curve Testing: Perform I-V curve tracing on all strings under stable irradiance. Compare actual performance curves to expected values to verify system health and detect mismatches or degradation.

C. Upon completion of commissioning the Contractor shall submit a commissioning report that includes testing results, As-Built Drawings (in PDF format), product data sheets, access to the data acquisition system platform, operations and maintenance manuals and product warranties.

D. The Project is not considered commissioned until the Owner and Project Team have collectively agreed and signed off.

E. As part of the Project closeout process, the Contractor must submit the standard AIA closeout package to the Owner and Project Team, including: certification of wages paid for this Project (as described in Section 1.14.D above); Lien Waivers; Final Affidavits of Debts and Claims; Certificate of Substantial Completion; Final Pay Application; Consent of Surety; and final records of Change Orders and RFIs.

PART 3 – PROPOSAL SUBMISSION CRITERIA

3.1 ORGANIZATION AND REQUIRED ELEMENTS OF PROPOSALS

A. General: The proposals shall include full, accurate, and complete information. The Proposer may include any additional information other than outlined below if it further demonstrates qualifications.

Proposals submitted in response to this RFP shall include the following information and documents, be clear and unambiguous, and be formatted into the following sections:

B. Proposal Summary: The Proposer's submission should begin with the Proposal Form found in DOCUMENT 00 4153 of this Project Manual and in Exhibit 15.

C. Non-collusion Affidavit: The Proposer's submission must contain the Non-Collusion Affidavit found in DOCUMENT 00 4519 of this Project Manual.

D. Production Information:

1. Proposers shall provide details about the estimated kWh-AC to be generated by the System, including all necessary assumptions, for example: Insolation (or sunlight availability), maintenance down time, soiling losses, shading losses, efficiency losses, AC losses, etc. Copies of PVSyst or Helioscope reports used to estimate production for each proposed solar system design should be included with the proposal.

2. Proposers must submit a table showing 20-year production estimates for the System based on the submitted final Project size and design. This production estimate shall assume an annual loss of 0.5%.

E. Project Scope and Schedule: The scope narrative shall outline all major tasks and milestones necessary to design, permit, coordinate with the utility company, mobilize, construct and commission the System. Proposers must submit a project schedule that presents all major design, construction, Site work, electrical

interconnection, commissioning, utility coordination, permitting and approval, and other key project milestones in a gantt chart format.

F. System Design and Equipment: Proposals shall provide a design layout for the System, including the make/model, wattage and quantity for both inverters and modules, racking product, azimuth, tilt and system size kW-AC and kW-DC. Proposal submissions shall include specified equipment manufacturer data sheets and warranties, pricing, etc. All solar modules, racking systems, inverters, monitoring and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment and are UL Listed.

G. Proposer Qualifications: This section shall include a company overview and relevant experience, and highlight key personnel and subcontractors who will be assigned to this project. Describe their respective experiences and skills with the development, engineering and installation of commercial and municipal projects. Describe how this experience is relevant to the projects outlined in the RFP. Highlight the relevant licenses and certifications held by these key personnel and subcontractors.

H. Project Portfolio and References: Proposals should include a list and description of at least three (3) similar projects that the Proposer has completed within the last three (3) calendar years. These projects will act as the Proposer's references. Include the client name, contact person, telephone number and email address along with project specific details (system size, major system components installed and pertinent project milestone dates).

I. Firm Price & Life-cycle Costing:

1. Proposals must provide a firm fixed design/build price shown as the total project cost and dollars per watt-direct current ($/Wdc). The Proposer understands and agrees that all price proposals are firm and cannot be changed.

2. Proposals must provide an estimate of the total life-cycle cost of ownership of the System over the life of the System, which may include

operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

3. Any attempt by the Contractor to increase a price proposal after selection will result in disqualification of the Contractor and revocation of the Contractor selection under this RFP.

J. Bid Bond / Security: As described in Section 1.8, a five (5) percent Bid Bond, or equal approved security, must be submitted with the proposal. Any proposal submitted without such security will be excluded from the RFP process. No exceptions.

K. CHRO Compliance Forms: As described in Section 1.11, all Proposers must complete, sign, and return the "CHRO Contract Compliance Regulations Notification to Bidders" form to the City at the time of proposal opening. Proposals not including this form will be considered incomplete and rejected. This form is attached at Exhibit 1, and can also be found at http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf

L. CT DAS Prequalification & CT DAS Update Bid Statement: As described in Section 1.7.B, Proposers must submit proof of Pre-Qualification as a Solar Electric Contractor, and the related "DAS Update (Bid) Statement" must be submitted with the proposal, as required by Conn. Gen. Stat. Sections 4a-100 and 4b-91.

PART 4 – SELECTION PROCESS & PHASES OF WORK

4.1 PROPOSAL SELECTION CRITERIA

A. AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

B. The City will select a proposal that, all things considered, the City determines in its complete and sole discretion, is in their best interest. This list of criteria below is not intended to be exhaustive, and the City may assess Proposers based on unlisted items. The City may reject any proposal despite compliance with these criteria if it is determined to be in the best interest of the City.

C. Due to the complexity of the System and contemplated agreements, the City is not and shall not be bound to select a winning proposal based upon lowest contract price alone.

D. The City will use the following criteria, among others, in evaluating proposals:

1. Submission of a complete proposal consistent with RFP criteria
2. Contract price
3. 20-year annual production estimates (kWh)
4. Proposers qualifications, relevant experience with municipalities
5. Equipment proposed for the Systems
6. Proposer’s familiarity with the Connecticut NRES program
7. Proposed project approach and schedule
8. Experience of team including subcontractors
9. Proposers commitment and ability to ensure timely success
10. References

4.2 PROPOSAL DISQUALIFICATION

A. The City will not select any proposal from a Proposer that is in arrears or in default to the City of Waterbury regarding any tax, debt, contract, security or any other obligation, nor shall it select any Proposer if a majority owner thereof is in such arrears or default.

4.3 PRELIMINARY SELECTION

A. The City will issue a Preliminary Notice of Selection to a single Proposer who will be selected to perform work at the Site, **on or about fourteen (14) days after the proposal due date.** The selection may be subject to further discussions with the Proposer.

B. The making of a preliminary selection to a Proposer does not provide the Proposer with any rights and does not impose upon the City any obligations. The City is free to withdraw a preliminary selection at any time and for any reason.

C. A Proposer has rights, and the City has obligations, only if agreements, if any, are executed by the City and a Proposer, and only to the extent of the obligations set out in such related agreements.

D. Neither this RFP nor any actions taken by the City or CSW & KSA shall create any obligation toward any Proposer.

4.4 CONTRACT EXECUTION DEADLINE AND DISTRICT NOTICE TO PROCEED

A. The selected Proposer and the City will work cooperatively to submit the Construction Contract documents for approval by the City of Waterbury, the Board of Aldermen (BOA), Board of Education (BOE) within forty-five (45) days of the selected Proposer's preliminary selection by the City.

B. The selected Proposer shall execute the Construction Contract within ten (10) days of the approval by the City, BOA, and BOE, and thereby become a Contractor.

C. Within five (5) days of the execution of the Construction Contract, the Contractor shall receive a written Notice to Proceed from the City, which will begin the Work.

D. If the selected Proposer and the City do not successfully execute the Construction Contract documents within the time periods above, the selected Proposer acknowledges and agrees that, unless time for execution of the Construction Contract documents is extended by the City in its sole discretion, the City may enter contract discussions with another Proposer under this RFP.

4.5 OVERVIEW OF PROJECT PHASES

The work for the rooftop solar photovoltaic system at the Sites will be executed in three primary phases, as outlined below. These phases reflect a revised project development structure designed to align with CT DAS requirements and ensure streamlined project delivery from design through closeout.

A. Phase 1.1 – Project Manual Development (Completed Prior to RFP Release):

Phase 1.1 represents the preparatory phase completed prior to the issuance of this RFP. It included all necessary documentation and coordination to advance the project to contractor selection. Work completed in this phase includes:

1. Preparation of the Project Manual, outlining project scope, general and technical specifications, and associated documentation.

2. Review and approval of the Project Manual by the City of Waterbury and the Connecticut Department of Administrative Services (CT DAS), Office of Grant Administration.

3. Issuance of the Request for Proposals (RFP) for qualified contractors to submit proposals for the solar PV installations.

4. Internal review and readiness to proceed with contractor selection and contracting.

This phase concluded with DAS approval to publicly issue this RFP and proceed to the design and engineering phases.

B. Phase 1.2 – Engineering and CT DAS Final Design Review:

Phase 1.2 will begin upon contract award and issuance of a Notice to Proceed by the City. This phase includes all engineering, permitting, and formal design review by CT DAS.

1. The selected Contractor shall complete the final engineering design of the rooftop solar PV system within 30 days of receiving the Notice to Proceed from the District. All design drawings shall be signed and sealed by a Connecticut-licensed professional engineer.

2. Upon completion of the final design, the Project Manager will schedule and attend the Project Completion Review (PCR) meeting with the Contractor. This meeting, held with CT DAS Office of Grant Administration, will review the Contractor's full design submission. The meeting will take place within 15 days of design completion and may be conducted either at CT DAS headquarters (450 Columbus Boulevard, Hartford, CT 06103) or virtually. The Project Manager will oversee coordination throughout this review process.

3. The Contractor shall prepare and submit all forms and documentation required for CT DAS final design review, including:

    a. Form SCG-3022 – Photovoltaic Installation Project (see Exhibit 10).

    b. Form SCG-3034 – Seismic Design Verification (see Exhibit 11).

    c. Form SCG-042 – Fully executed, with approvals from the Local Fire Marshal, Local Building Official, Local Health Official, and Local Federal 504 Official (see Exhibit 12).

    d. Complete sets of stamped electrical plans, site plans, racking layouts, and structural documentation with a coversheet signed by above mentioned Local officials.

    e. Any other supporting documents requested by CT DAS.

This phase concludes upon issuance of CT DAS approval to proceed to construction.

C. Phase 1.3 – Construction, Utility Approvals, and Project Closeout

Upon receiving DAS authorization, the Contractor will mobilize to begin construction, interconnection, and commissioning of the solar PV system.

1. Construction Mobilization:

   a. Construction activities will commence following receipt of CT DAS's Notice to Proceed

   b. The Contractor shall schedule and conduct a Pre-Construction Meeting within ten (10) days of the Notice to Proceed. This meeting will be held on-site and will include the Owner, Project Manager, building staff, and other key stakeholders. Topics to be covered include:

      i. Scope of work and construction schedule.

      ii. Site access, material staging, debris removal, and logistics.

      iii. Work hours and access control for interior areas.

      iv. Identification of project contacts and communication procedures.

   c. Mobilization shall begin within twenty (20) days following the Pre-Construction Meeting.

2. Commissioning:

   After substantial completion of construction, the Contractor shall:

   a. Request AHJ inspection within ten (10) days.

   b. Perform new service tie-in within ten (10) days of AHJ sign-off.

   c. Secure meter installation approvals within five (5) days of new service tie-in.

   d. Perform witness test within five (5) days of meter installation.

   e. Obtain Permission to Operate (PTO) from the utility.

   f. Complete NRES project registration within ten (10) days of PTO.

   g. Ensure the system is operational and producing, with functional monitoring systems reporting data to the District within five (5) days of PTO.

h. Submit final invoices and all project closeout documentation within twenty (20) days of PTO.

3. Any remaining closeout requirements—including as-built drawings, training sessions, warranty deliverables, or final certifications—shall be completed in accordance with the contract.

4.6 TIMING OF COMMENCEMENT OF CONSTRUCTION AND COMPLETION OF WORK

A. The City will work with the Contractor to try to meet the requirements for safe-harbor of the federal Investment Tax Credits for solar installations that commence construction on or before December 31, 2025. At a minimum, as per the CT DAS grant that supports these rooftop solar projects, the Contractor shall commence construction no later than January 31, 2027.

B. The Contractor shall complete **all phases of the Work no later than December 31, 2027**, unless otherwise modified by approved change orders or extensions granted by the District and CT DAS.

PART 5 – MISCELLANEOUS PROVISIONS

5.1 WORKMANSHIP WARRANTY AND PERFORMANCE GUARANTEE

A. The Contractor will provide a workmanship warranty to the City to which the materials and installation shall be free from defects for a period of two (2) years from the date of commissioning for the System.

B. The Contractor shall provide a performance guarantee to the City for the System during the workmanship warranty term and submit quarterly production reports comparing actual output to weather-adjusted expectations. During the workmanship warranty term the Contractor shall submit quarterly production reports to the City in order to monitor actual vs. expected production. If actual production is more than 15% below the weather-adjusted expectation at the end of year one or year two of the workmanship warranty term, the Contractor must perform a field inspection and propose corrective actions.

5.2 FREEDOM OF INFORMATION ACT

A. The Proposer acknowledged by submitting a proposal that all documents shall become public record upon delivery to the City. All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted.

B. A Proposer's responses may contain financial, proprietary, trade secret or other data that it claims should not be public (the "Confidential Information"). A Proposer must identify specifically the pages and portions of its Proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions.

C. Provided that the Proposer cooperates with the City as described in this section, the City shall, to the extent permitted by law, protect from unauthorized disclosure of such Confidential Information.

D. If the City receives a request for a Proposer's Confidential Information, it will promptly notify the Proposer in writing of such requests and provide the Proposer with a copy of any written disclosure request. The Proposer may provide written consent to the disclosure or may object to the disclosure by

notifying the City in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure.

E. The Proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including, without limitation, appearing before the Freedom of Information Commission.

5.3 INSURANCE

A. Insurance coverage is a mandatory requirement for all work outlined in this Project Manual. The Contractor shall, at its own expense, secure and maintain the required insurance throughout the duration of the project. Insurance must cover the Contractor and all of its agents, employees, consultants, and any other parties associated with the scope of services described in this Project Manual.

The City of Waterbury, Waterbury Development Corporation (WDC), and Waterbury Board of Education must be named as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation and Professional Liability. All policies shall also include a Waiver of Subrogation, except Builders Risk and Professional Liability. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum an A.M. Best Rating of "A-" VIII or higher. In addition, all Carriers are subject to approval by the City.

The following minimum insurance coverages are required:

General Liability:	Each Occurrence	$1,000,000
	General Aggregate	$2,000,000
	Products/Completed Operations Aggregate	$2,000,000
Auto Liability:	Combined Single Limit Each Accident	$1,000,000
	Any Auto, All Owned & Hired Autos	
Workers' Compensation:	Workers Compensation Statutory Limits	
	Employer Liability (EL)	
	EL each Accident	$1,000,000
	EL Disease each Employee	$1,000,000
	EL Disease Policy Limits	$1,000,000

Excess/Umbrella Liability:	Each Occurrence	$1,000,000
	Aggregate	$1,000,000

Builder's Risk/Installation Floater Insurance:

$1,000,000 Each Occurrence OR Limits equaling the Value of the Project

Contractor's Pollution Liability Insurance:

	Each Occurrence	$1,000,000
	Aggregate	$1,000,000

There will be no exclusion for Hazardous materials, including Asbestos and Lead.

*** Depending on the age of the Roof for shingles materials / May not be necessary ***

Professional Liability/E&O:	Each Wrongful Act	$1,000,000
	Aggregate	$1,000,000

B. If a policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the termination date of the Construction Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the Construction Contract for two (2) years from the termination date.

C. The Contractor shall submit to the City of Waterbury, the Waterbury Development Corporation (WDC), and the Waterbury Board of Education an original, completed Certificate of Insurance prior to the Effective Date of the Construction Contract. The Contractor must provide replacement/renewal certificates at least 30 days prior to the expiration date of policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered before the expiration date, written notice must be given to the City 30-days prior to any such cancellation, reduction or alteration.

5.4 COMPLIANCE WITH IMMIGRATION LAWS

A. By submitting a proposal, each Proposer confirms that it has complied, and during the term of the Construction Contract will comply with the Immigration Reform and Control Act ("IRCA") and that each person such Proposer employs and/or provides services through or under the Construction Contract will always be authorized for employment in the United States of America. Each Proposer confirms that it has or will have properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned to work on the Project or perform services under the Construction Contract and that it will require each subcontractor of the Proposer, if any, to confirm that it has a properly completed Form I-9 for each person who works on the Project or performs services under the Construction Contract.

5.5 WORKERS COMPENSATION

A. Prior to Contract execution, the City will require the tentative awarded Proposer to provide:

1. Evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of the Connecticut General Statutes section 31-284, and

2. A current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative awarded Proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

5.6 OSHA

A. The Proposer will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Proposer will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful Proposer will agree to indemnify and hold harmless the District and City of Waterbury for any and all damages that may be assessed against the District and City of Waterbury regarding OSHA compliance.

5.7 METHOD OF DOING WORK

A. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy District or City employees and officials, including employees of public utilities, residents adjacent to the work, and the general public.

B. The Contractor shall employ only competent employees to do work and whenever the District or City shall notify the Contractor, in writing, that any employee on the work is, in the District's or City's opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the District or City. At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the District or City.

C. The District or City reserves the right to require the Contractor to enter into such security arrangements and/or written contracts as deemed necessary to protect its property and goods and interests.

5.8 LIABILITY OF CONTRACTOR

A. The Contractor shall at all times safely guard the District's and City's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the District and the City and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

B. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the District or City to prevent accidents or injury to persons, vehicles or animals. Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom.

5.9 HOLD HARMLESS

A. The Contractor shall defend, indemnify, and hold harmless the District and the City of Waterbury, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the District or City.

5.10 FEDERAL, STATE, AND LOCAL LAWS

A. All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds $100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us.

B. The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: https://www.dol.gov/whd/govcontracts/dbra.htm

C. The City shall apply the most current wage decision applicable at the time of contract award.

5.11 PAYMENT PROCEDURES & PAYMENT PERIOD

A. All payment requisitions submitted by the Contractor must clearly reference the State Project ID for each Project.

B. The Contractor shall submit monthly payment requisitions using standard AIA format documents (e.g., AIA G702/G703) to the Project Manager for initial review. Upon verifying the completeness and accuracy of the requisition, the Project Manager will sign it as a mark of approval and forward the approved requisition to the City for further processing.

C. No payment, voucher, claim, or financial obligation shall be honored by the City without review and approval by the Director of Finance, who will determine the correctness and legality of the request.

D. The City will use its best efforts to process and issue payment within thirty (30) calendar days of the latest of the following events:

1. Delivery of materials or equipment,

2. Acceptance of completed work, or

3. Receipt of a properly completed and approved invoice.

Unless otherwise agreed upon in writing, payment terms shall be net thirty (30) days.

5.12 ASSIGNMENT OF CONTRACT

A. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the City. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

5.13 CONFLICT OF INTEREST

A. No officer or employee or member of any elective or appointive board, commission, committee or council of the District or City, whether temporary or permanent, shall have or acquire any financial interest gained from a successful proposal, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

5.14 CHANGE ORDER PROVISIONS

A. This section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Requests for Change Orders.

1. 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 the construction contract and the products to be provided and the functions and services to be performed by the Contractor under the 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 the construction contract except by means of a City authorized amended Scope of Services, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

C. Contractor's response to a change request.

1. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion

dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

2. 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.

D. City's Acceptance of a Change Request.

1. If the City accepts the Contractor's proposal, 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.

E. City's Rejection of a Change Request.

1. 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.

F. City Discretion.

1. 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 the construction contract, and (iii) if the time of performance of the construction 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 the construction contract, and (vii) if the Change Order requires an increase in the price of the construction 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.

G. Change Orders Governed by the Provisions of the Contract

1. All work performed under a Change Order is governed by the provisions of the construction contract.

H. Stipulated % of Overhead and Profit (OH&P) on Change Orders

1. The OH&P for the Contractor on a Change Order shall not exceed 10%.

2. The OH&P for a subcontractor on a Change Order shall not exceed 10%, and the OH&P for the Contractor utilizing a subcontractor on a Change Order shall not exceed 5%.

3. The total OH&P for all subcontractors and the Contractor on a Change Order shall not exceed 20%.

5.15 OCCUPANCY OF BUILDING, ACCESS AND WORK SCHEDULE

A. Attention is directed to the fact that the existing buildings will be occupied by students and staff. Normal business hours are 7:30 am to 3:00 pm Monday to Friday. The students arrive and depart at 8:00 am and 2:20 pm, respectively. The school is occupied by facility personnel before and after school hours, and the Contractor will have access to the Sites during the hours of the facility personnel.

B. The Contractor shall perform all required work in a manner, form, schedule, and sequence, so that the normal occupancy of the buildings shall be maintained without causing any undue inconvenience or interruptions to the safety, use, and function of the buildings and occupants. The Contractor shall coordinate the work schedule with school staff.

C. The Contractor and all subcontractors must sign-in and sign-out every day, and shall not prop doors open. The Contractor and all subcontractors will be issued a red badge by the District to wear at all times, and the Contractor and all subcontractors must follow all safety procedures of the building and District at all times.

D. Electrical service shutdowns required for interconnection of the Projects shall be scheduled to have minimal impact on each facility's operation. A proposed shutdown schedule must be provided to the District and the City for approval

prior to start of work. Shutdowns may be required outside of normal business hours, and the Contractor may schedule work on the second shift to limit any conflict with the building occupants.

E. Loading and staging of materials on the roof shall occur prior to the student's arrival unless previous written authorization is provided to the contractor.

5.16 EXISTING OCCUPANCY OF NEIGHBORING BUILDINGS

A. Attention is directed to the fact that the existing Buildings surrounding the site are occupied and shall continue to be continuously occupied throughout the period required for the Contractor to perform the work.

B. The Contractor shall perform all required work in a manner, form, schedule, and sequence, so that the normal occupancy of the surrounding buildings shall be maintained without causing any undue inconvenience or interruptions to the safety, use, and function of the Buildings and Tenants.

5.17 RIGHT OF CITY TO TERMINATE CONTRACT

A. If the work to be done under this Project Manual and Contract between the Contractor and the City shall be abandoned, or if at any time the City is of the opinion that the Contractor is willfully violating any of the conditions of this Project Manual and Contract or is not executing said Project Manual and Contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the City may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the City, insure the satisfactory completion of the work aforesaid, the City shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this Project Manual and Contract. A copy of this Project Manual and Contract shall go to the surety.

B. Thereupon the Contractor shall cease to continue said work, on such part thereof as the City shall designate. The City shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and

appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the City out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

5.18 DRAWING CONFLICT

A. In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

5.19 EXAMINATION OF DOCUMENTS AND SITE OF WORK

A. Before submitting a proposal, each Proposer shall examine the drawings (where provided) carefully; shall read the specifications, drawings, and Exhibits to this Project Manual; shall read the proposed contract documents, and shall have the opportunity to visit the Project site. Each Proposer shall be fully informed prior to submitting a proposal as to existing conditions and limitations under which the Work is to be performed, and shall include in the proposal a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a Proposer because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the Proposer has made such an examination.

B. Proposers must examine for themselves the plans, profiles, detailed drawings, specifications, etc., and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Proposer must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be

considered an essential part of the work. The Contractor whose proposal is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work or the difficulties to be encountered.

5.20 NON-CIRCUMVENT

A. By submitting a proposal in response to this RFP, Proposer expressly agrees not to seek to develop any solar PV projects with the City outside of this RFP proposal or future RFPs with the City.

5.21 DEFINITIONS

A. Whenever the words defined occur in this Project Manual and in the specifications hereto attached, they shall have the meanings here given:

1. Owner: The Owner shall mean the City of Waterbury (City) or any duly authorized official thereof acting in an official capacity.

2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.

3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

5.22 GENERAL TERMS AND CONDITIONS

A. The General Terms and Conditions for all proposals with the City are found in Exhibit 13.

END OF DOCUMENT 00 1116

DOCUMENT 00 3116 PROJECT BUDGET INFORMATION

PART 1 - GENERAL

1.1 CT DAS GRANT

A. The Projects are paid for in part by state funds provided by the Connecticut Department of Administrative Services, Office of Grant Administration, under State Project Nos. 151-0310 PV, 151-0311 PV, 151-0312 PV, 151-0313 PV, and 151-0314 PV.

1.2 INELIGIBLE COSTS

A. Exhibit 14 includes FORM SCG-4000 (Ineligible Costs and Limited Eligible Costs Worksheet (ICW)) for the Project, and provides details on the ineligible costs for these projects. Specifically, the State of CT Education Fee on Permits ($0.26c/$1,000), is an ineligible cost.

END OF DOCUMENT 00 3116

DOCUMENT 00 4153 BID FORM – DESIGN/BUILD

Decisions will be made on the strength of the Proposer's overall proposal. See Exhibit 15 for a full set of forms to be completed by Proposers.

Proposer Name	_____
Project Information	
Project Location	Wendell L. Cross Elementary School
DAS State Project Number:	151-0310 PV
System Specifications	
System Size (kW-ac)	
System Size (kW-dc)	
Production (kWh-ac)	

	Line Item Cost ($)
Module	$ -
Inverter	$ -
Rapid Shutdown Devices	$ -
Racking Product	$ -
Racking Subcomponents - Slipsheets	$ -
Racking Subcomponents - Ballast Blocks	$ -
Racking Subcomponents - Mechanical Attachments	$ -
Monitoring	$ -
Balance of System Components	$ -
Engineering	$ -
Permitting	$ -
Interconnection	$ -
General Conditions	$ -
Overhead & Profit (OH&P)	$ -
Construction - Electrical	$ -
Construction - Site/Mechanical	$ -
Total Project Cost	$ -

Equiment Specifications	
Module - Manufacturer	
Module - Model & Wattage-DC	
Inverter - Manufacturer	
Inverter - Model & Wattage-AC	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	
Racking - Manufacturer	
Racking - Model	
Data Acquistion System - Manufacturer/Model	

DOCUMENT 00 4519 NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Proposer)

State of_____)

ss

County of_____)

_____, being first duly sworn, deposes and says:

1. That he/she is a ( ) Partner; ( ) Officer; ( ) Owner of the firm of: _____, the party making the foregoing proposal or bid;
2. He/she is fully informed respecting the preparation and contents of the attached proposal or bid and all circumstances regarding the same;
3. Said proposal or bid is genuine and is not a collusive or sham proposal or bid;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties-in-interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any Proposer, or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiance or of any other Proposer, or to fix any overhead, profit or cost element of said bid price, or of that of any other Proposer, or to secure any advantage against the City or any person interested in the proposed contract;
5. The price or prices quoted in the attached proposal or bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of this Proposer or any of its agents, representatives, owners, employees, or parties-in-interest, including this affiant; and
6. All statements in said proposal or bid are true.

(Signed): _____

(Title): _____

Subscribed and sworn to before me

This_____day of_____,20____.

_____

Notary Public

My Commission expires_____,20_____.

END OF DOCUMENT 00 4519

DOCUMENT 00 5253 AGREEMENT FORM – OWNER-DESIGN/BUILDER – STIPULATED SUM

1.1 AGREEMENT FORM – OWNER-DESIGN/BUILDER – STIPULATED SUM

A. After the District issues a Preliminary Notice of Selection to the Proposer, the District and the selected Proposer will enter into a Construction Contract that

1. Reflects, acknowledges, and encompasses all of the provisions, conditions, statements, attachments, and materials in and associated with this Project Manual;

2. Reflects, acknowledges, and encompasses all of the provisions, conditions, statements, attachments, and materials in and associated with the awarded Proposer's Bid Form submitted in response to this RFP; and

3. Is based in whole or in part on AIA Document A141, "Standard Form of Agreement Between Owner and Design-Builder – 2014 edition," or similar mutually agreeable industry standard construction contract suitable for use between an Owner and Design/Builder for a stipulated sum.

B. A Sample AIA Form A141 – 2014 Edition is attached hereto as Exhibit 16 for general information. It is also available at https://shop.aiacontracts.com/contract-documents/20736-owner-design-builder-agreement

C. The selected Proposer and the District will work collaboratively to submit the Construction Contract documents for approval by the City, the BOA, and BOE **within forty-five (45) days** of the selected Proposer's preliminary selection by the District.

D. The selected Proposer shall execute the Construction Contract **within ten (10) days** of the approval by the City, BOA, and BOE, and thereby become a Contractor.

END OF DOCUMENT 00 5253

DOCUMENT 00 6333 SUPPLEMENTAL INSTRUCTION FORM

Supplemental Instructions No. _____

To: _____ **Date:** _____

From: _____ **Project No.** _____

Project:_____

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Project Manager.

Item: **Description of Revisions:**

Issued: **Accepted:**

By: **By:**

END OF DOCUMENT 00 6333

DOCUMENT 00 6357 CHANGE ORDER REQUEST FORM

Change Order Request No. _____

To: _____ **Date:** _____

From: _____ **Project No.** _____

Project:_____

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

This is not a Change Order or a directive to proceed with the following work.

Item: **Description of Revisions:**

End of Change Order Request

END OF DOCUMENT 00 6357

DOCUMENT 00 6363 CHANGE ORDER FORM

Change Order No. _____

To: _____ **Date:** _____

From: _____ **Project No.** _____

Project:_____

The Construction Contract is changed as follows: [brief narrative]

The original Contract Sum was	$_____
The net change by previously authorized Change Orders	$_____
The Contract Sum prior to this Change Order was	$_____
The new Contract Sum will be increased/decreased/unchanged by this	
Change order in the amount of	$_____
The new Contract Sum, including this Change Order, will be	$_____
The Contract Time will be increased/decreased/unchanged by	(_____) days

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Project Manager of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER

_____	_____
DESIGN-BUILDER (*Firm Name)*	**OWNER**
_____	_____
ADDRESS	**ADDRESS**
_____	_____
BY *(Signature)*	**BY *(Signature)***
_____	_____
(Typed name)	***(Typed name)***
_____	_____
DATE	**DATE**

End of Change Order

END OF DOCUMENT 00 6363

EXHIBIT LIST

Exhibit 1: CHRO

Exhibit 2: Current Prevailing Wages

Exhibit 3: Photos of the existing utility transformer

Exhibit 4: Site Plan

Exhibit 5: High Resolution Drone Aerial Images

Exhibit 6: Electrical Specifications

Exhibit 7: Pad-Style Snow Guard Data Sheet

Exhibit 8: Photo of Wendell Cross Snow Guards

Exhibit 9: Roof Warranty

Exhibit 10: FORMS SCG-3022

Exhibit 11: FORM SCG-3034

Exhibit 12: FORM SCG-042

Exhibit 13: General Terms and Conditions

Exhibit 14: FORM SCG-4000

Exhibit 15: Bid Form

Exhibit 16: AIA Form A141

END OF PROJECT MANUAL

Professional Cost Estimates:

#1 - Wendell Cross (CT DAS Grant No. 151-0310 PV)
#2 - Generali (CT DAS Grant No. 151-0311 PV)
#3 - Sprague (CT DAS Grant No. 151-0312 PV)
#4 - Tinker (CT DAS Grant No. 151-0313 PV)
#5 - West Side (CT DAS Grant No. 151-0314 PV)

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Grant Application Phase Cost Estimate

State Project #	EstNum000462				
LEA	Waterbury Public Schools				
School Name	Wendell L. Cross School				
Project Type					
Square Footage of Construction	22,440				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible C
Project Cost	$1,027,732.72	of Project Costs	$45.80	Project Ineligible Costs	$267.28
All Soft Cost	$300,187.72			Ineligible Soft Costs	$267.28
Construction Cost	$727,545.00	of Construction Cost	$32.42	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$727,545.00	of Eligible Costs	$32.42		

Consultants	FF&E	Fees	Contingencies	Acquisition
$112,000.00	$0.00	$5,000.00	$183,187.72	$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	509960.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	115000.00	0.00
	X20. Overhead & Profit	102585.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	42500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	267.28
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	183187.72	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

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Public School Construction Cost Database

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Grant Application Phase Cost Estimate

State Project #	EstNum000459				
LEA	Waterbury Public Schools				
School Name	Margaret M Generali Elemen				
Project Type					
Square Footage of Construction	25,000				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible C
Project Cost	$543,858.56	of Project Costs	$21.75	Project Ineligible Costs	$141.44
All Soft Cost	$155,913.56			Ineligible Soft Costs	$141.44
Construction Cost	$387,945.00	of Construction Cost	$15.52	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$387,945.00	of Eligible Costs	$15.52		

Consultants	FF&E	Fees	Contingencies	Acquisition
$107,000.00	$0.00	$5,000.00	$43,913.56	$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	273660.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	60000.00	0.00
	X20. Overhead & Profit	54285.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	0.00
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	141.44

U. CONTINGENCIES	U1010. Owner Contingency	43913.56	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

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Grant Application Phase Cost Estimate

State Project #	EstNum000460				
LEA	Waterbury Public Schools				
School Name	Sprague School				
Project Type					
Square Footage of Construction	12,827				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible C
Project Cost	$524,863.50	of Project Costs	$40.92	Project Ineligible Costs	$136.50
All Soft Cost	$147,643.50			Ineligible Soft Costs	$136.50
Construction Cost	$377,220.00	of Construction Cost	$29.41	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$377,220.00	of Eligible Costs	$29.41		

Consultants	FF&E	Fees	Contingencies	Acquisition
$107,000.00	$0.00	$5,000.00	$35,643.50	$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	264860.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	60000.00	0.00
	X20. Overhead & Profit	52360.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	136.50
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	35643.50	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

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Grant Application Phase Cost Estimate

State Project #	EstNum000461				
LEA	Waterbury Public Schools				
School Name	B.W. Tinker School				
Project Type					
Square Footage of Construction	20,950				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible C
Project Cost	$488,872.86	of Project Costs	$23.34	Project Ineligible Costs	$127.14
All Soft Cost	$133,882.86			Ineligible Soft Costs	$127.14
Construction Cost	$354,990.00	of Construction Cost	$16.94	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$354,990.00	of Eligible Costs	$16.94		

Consultants	FF&E	Fees	Contingencies	Acquisition
$107,000.00	$0.00	$5,000.00	$21,882.86	$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	246620.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	60000.00	0.00
	X20. Overhead & Profit	48370.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	127.14
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	21882.86	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

Save and Continue | Save and Exit | Signoff and Submit

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Home Help

Grant Application Phase Cost Estimate

State Project #	EstNum000463				
LEA	Waterbury Public Schools				
School Name	West Side Middle School				
Project Type					
Square Footage of Construction	38,042				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible C
Project Cost	$1,013,736.36	of Project Costs	$26.65	Project Ineligible Costs	$263.64
All Soft Cost	$293,601.36			Ineligible Soft Costs	$263.64
Construction Cost	$720,135.00	of Construction Cost	$18.93	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$720,135.00	of Eligible Costs	$18.93		

Consultants	FF&E	Fees	Contingencies	Acquisition
$107,000.00	$0.00	$5,000.00	$181,601.36	$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	0.00	0.00
	B30. Roofing	0.00	0.00
C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	0.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	503880.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	0.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	115000.00	0.00
	X20. Overhead & Profit	101255.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles

G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	37500.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	69500.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	0.00	263.64
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	5000.00	0.00

U. CONTINGENCIES	U1010. Owner Contingency	181601.36	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

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Exhibit 1:

CHRO Notification to Bidders

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS
(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

(a) the bidder's success in implementing an affirmative action plan;
(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
(c) the bidder's promise to develop and implement a successful affirmative action plan;
(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving o f written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

White (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa. Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: Street Address: City & State: Chief Executive:	Bidder Federal Employer Identification Number: Or Social Security Number:
Major Business Activity: (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes ☐ No ☐ -Bidder is a minority business enterprise? Yes ☐ No ☐ (If yes, check ownership category) Black ☐ Hispanic ☐ Asian American ☐ American Indian/Alaskan Native ☐ Iberian Peninsula ☐ Individual(s) with a Physical Disability ☐ Female ☐ -Bidder is certified as above by State of CT? Yes ☐ No ☐
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ☐ No ☐	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ☐ No ☐
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ☐ No ☐	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ☐ No ☐
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ☐ No ☐	9. Does your company have a mandatory retirement age for all employees? Yes ☐ No ☐
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ☐ No ☐	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ☐ No ☐ N/A ☐
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ☐ No ☐	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ☐ No ☐ N/A ☐
6. Does your company have a collective bargaining agreement with workers? Yes ☐ No ☐ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ☐ No ☐ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes ☐ No ☐	12. Does your company have a written affirmative action Plan? Yes ☐ No ☐ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ☐ No ☐ If yes, give name and phone number:

1. Will the work of this contract include subcontractors or suppliers? Yes ☐ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	☐	☐			Work Experience	
Private Employment Agencies	☐	☐			Ability to Speak or Write English	
Schools and Colleges	☐	☐			Written Tests	
Newspaper Advertisement	☐	☐			High School Diploma	
Walk Ins	☐	☐			College Degree	
Present Employees	☐	☐			Union Membership	
Labor Organizations	☐	☐			Personal Recommendation	
Minority/Community Organizations	☐	☐			Height or Weight	
Others (please identify)	☐	☐			Car Ownership	
	☐	☐			Arrest Record	
	☐	☐			Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKERS REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state, other than municipalities, shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to the Commission's responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and

2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;

2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;

3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;

4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and
46a-68f; and

5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression once employed; and

2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE
UNIT

450 Columbus Boulevard, Suite 2
Hartford, CT 06103
(860) 541-4709

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

BID LANGUAGE (for DAS Contracting Portal Bid Notice)

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

BID NOTICE LANGUAGE (for print media)

This contract is subject to state set-aside and contract compliance requirements.

BID LANGUAGE (for bid documents)

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

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

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

Effective January 1, 2015 a new temporary policy was put in to place to address the 2% retainage on Public Works projects. All requests must be made via email by the Requestor (Awarding Agency/Construction Manager at Risk) and sent to Kristen Daniels at kristen.daniels@ct.gov. Due to the volume of requests, emails received from anyone other than the Requestor will not receive a response. Please be patient as we undoubtedly will receive numerous requests at one time. Thank you in advance for your patience and cooperation.

Dear Awarding Agency/CMR:

A temporary policy and practice related to the 2% retainage on Public Works' projects has been put into place while the Commission on Human Rights and Opportunities (CHRO) works diligently to eliminate its backlog. If an Affirmative Action/Set-Aside Plan has been timely submitted and the CHRO has not had an opportunity to fully review and approve, disapprove or conditionally approve an Affirmative Action Plan (AAP) or Set-Aside Plan (SAP) within 120 days, the following procedures will be utilized until further notice by CHRO:

1. Requestor should send an email to CHRO indicating the Requestor's Prime has a Plan that was submitted 120 days ago which has not been reviewed by the Commission. Further, the requestor should request a release of the 2% retainage.

    a. For Projects considered a "$20 Million Project", the Construction Manager at Risk (CMR) is the Requestor (a copy of the request should also be sent to the Awarding Agency)
    b. For Projects over $50,000 but not considered a "$20 Million Project", the Awarding Agency is the Requestor

2. CHRO may issue written notification to the Awarding agency to release the 2% based on the Requestor's Prime agreeing to comply with all CHRO requests for documentation (including close-out documents, reporting, etc.) through the close-out of the project file at CHRO.

3. Once the written agreement by the Requestor's Prime has been received, CHRO will then notify the Awarding Agency to release the 2%.

4. The Awarding Agency may then release the 2%.

NOTE 1: It is expected that once released of the 2% retainage, the Requestor's Prime will also release the 2% retainage on all subcontractors who have completed their portion of the project (100%).

NOTE 2: There will be no file close-out at CHRO until all close-out documents, reporting, etc. have been received by CHRO.

Effective: January 1, 2015

A Set-Aside Plan (SAP) is used when:

- A company employs less than 50 people and the state-funded contract value is $50,000.00 - $499,999.99
- Any Prime on a CMR project, regardless of company size or contract value (CMR = Construction Manager at Risk)

An Affirmative Action Plan (AAP) is used when:

- A company employs less than 50 people and the state-funded contract value is $500,000.00 or more
- A company employs 50 or more people, regardless of contract value
- A CMR on a CMR project, regardless of company size or contract value (CMR = Construction Manager at Risk)

If you have any questions, please contact the Contract Compliance Unit at (860) 541-3449.

Checklist for Municipalities
For Contracting
Effective October 1st, 2015

- ☐ Post the bid notice with CHRO language included
- ∗ You do not have to have your bid documents pre-approved by CHRO prior to going out to bid
- ☐ Provide bid documents to bidders with CHRO language included (Notification to Bidders/Contract Compliance Monitoring Report)
- ☐ Check CHRO website for contractor non-discrimination affidavit list
- ∗ Non-Discrimination Affidavit must be current prior to contract award
- ☐ Check with CT Law Journal and the Department of Labor to ensure contractor is not debarred
- ☐ Send either Notification of Contract Award or Intent to Award Contract Notice to selected bidder and copy to CHRO (email Alvin.Bingham@ct.gov)
    - ☐ $50,000.00 to $499,999.99 Notification of Contract Award
    - ☐ $500,000.00 equal to or greater than Intent to Award Contract Notice
- ☐ Execute contract with non-discrimination and set-aside language
    - ☐ $50,000.00 to $499,999.99 when awarded
    - ☐ $500,000.00 equal to or greater than only when:
        - ☐ Contractor has submitted an approved Affirmative Action Plan to CHRO **OR**
        - ☐ Request authorization from CHRO to execute contract and retain 2% per month of the total contract value until contractor has submitted an approved Affirmative Action Plan to CHRO and CHRO has granted approval

∗ Please seek confirmation from your contractor that they have submitted their plan to CHRO; if a contractor's plan is not received the contractor's failure to submit may be reported to our Legal Department

For Contracts Equal to or Greater than $500,000.00

The contract cannot be awarded without an approved Affirmative Action Plan OR authorization from CHRO to award and retain 2%

- ☐ Contact CHRO AA/CC Unit to request authorization to execute the contract prior to the contractor's Affirmative Action Plan being approved (email Alvin.Bingham@ct.gov)
- ☐ Execute Contract when CHRO gives approval to do so, within two (2) business days
- ☐ Retain 2% of the total state-funded portion of the contract per month until CHRO approves the contractor's Affirmative Action Plan
- ☐ The municipality receives written notice from CHRO to release the 2% retainage
- ☐ Release the 2% retainage to the contractor

Exhibit 2:

CHRO Wages, Guidance, and Forms



Opportunity ⋆ Guidance ⋆ Support

CONNECTICUT DEPARTMENT OF LABOR

THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

If you have QUESTIONS regarding your wages
CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

CURRENT PREVAILING WAGE RATES

FORM SCG-6000

IN COMPLIANCE WITH SECTION 31-53 OF THE CONNECTICUT GENERAL STATUTES (C.G.S.)

SHALL BE INSERTED

PRIOR TO RELEASE OF DOCUMENTS For BID or PROCUREMENT

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

If you have questions regarding wages and workplace standards refer to the Department of Labor website: http://www.ctdol.state.ct.us or call 860-263-6000

N: Website migration\FORM SCG-6000\Prevailing Wage Rate holder page.DAS.doc
Rev. 04/24/2017 KD

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

⇨ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Information Bulletin
Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine *"job classification"* on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- ***ASBESTOS WORKERS***

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- ***ASBESTOS INSULATOR***

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- ***BOILERMAKERS***

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- ***BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS***

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- ***CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS***

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

• If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

• An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- ***ELECTRICIANS***

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- ***ELEVATOR CONSTRUCTORS***

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ****License required by Connecticut General Statutes: R-1,2,5,6.***

- ***FORK LIFT OPERATOR***

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- ***GLAZIERS***

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- ***IRONWORKERS***

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- ***INSULATOR***

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- ***LABORERS***

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- ***PAINTERS***

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- ***LEAD PAINT REMOVAL***

• Painter's Rate
1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

• Laborer's Rate
1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- ***PLUMBERS AND PIPEFITTERS***

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- ***POWER EQUIPMENT OPERATORS***

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- ***ROOFERS***

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- ***SHEETMETAL WORKERS***

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- ***SPRINKLER FITTERS***

Installation, alteration, maintenance and repair of fire protection sprinkler systems. ****License required per Connecticut General Statutes: F-1,2,3,4.***

- ***TILE MARBLE AND TERRAZZO FINISHERS***

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
• Hauling material off site is not covered provided they are not dumping it at a location outlined above.
• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➢ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6790.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions,Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the ***contractor's*** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.

- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine
Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007,* where the total cost of all work to be performed is at least $100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

NOTICE

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to 860.263.6790.







CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

Contracting Agency Certification Form

I,_____, acting in my official capacity as _____,
Authorized Representative Title

for _____, located at _____,
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
Project name and number Address

shall be $_____, which includes all work, regardless of whether such project contains of one or more contracts.

Contractor Information

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

_____ _____
Signature Date

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

I,_____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

_____
Signed

Subscribed and sworn to before me this _____ day of _____,_____.

_____
Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53
Certified Payrolls with a statement of compliance
shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKER'S COMPENSATION INSURANCE CARRIER

POLICY #

EFFECTIVE DATE:
EXPIRATION DATE:

PAYROLL NUMBER | Week-Ending Date | PROJECT NAME & ADDRESS

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S	Total ST Hours Total O/T Hours HOURS WORKED EACH DAY	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							

12/9/2013
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER _____OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

_____ _____ _____

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT*****
*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:

Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S HOURS WORKED EACH DAY	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							
												$ Base Rate $ Cash Fringe	1. $ 2. $ 3. $ 4. $ 5. $ 6. $							

*IF REQUIRED

Exhibit 3:

Exhibit 3.1 - Wendell Cross existing transformers
Exhibit 3.2 - Generali existing transformers
Exhibit 3.3 - Sprague existing transformers
Exhibit 3.4 - Tinker existing transformers
Exhibit 3.5 - West Side existing transformers

Exhibit 3.1 - Wendell Cross Photos of Existing Transformer






1500 KVA 12277LBS
BCW
535707


535707 1500 KVA 12277LBS
535707


A312
A314

Exhibit 3.2 - M.M Generali Photos of Existing Transformer




5
3
5
7
0
4


535704
1439
NON-PCB
LESS THAN 2 PPM
500 KVA
6763 LBS
WARNING
Hazardous voltage inside.
KEEP OUT!
WARNING
Underground power cables
are located in this area.
Before digging call 811.
NOTICE
EVERSOURCE



Exhibit 3.3 - Sprague Photos of Existing Transformer




535704


535704
500 KVA
6763 LBS


535704
500 KVA
6763 LBS


535704
500 KVA
6763 LBS
1440
WARNING
Hazardous voltage inside.
KEEP OUT!
NOTICE
WARNING
EVERSOURCE


FOVSPWCP

Exhibit 3.4 - B.W Tinker Photos of Existing Transformer




535704
500 KVA
6763 LBS
1431
DANGER
KEEP AWAY!


5357041
NO SMOKING
NO FUMAR


535704
500 KVA
6763 LBS
535704

Exhibit 3.5 - West Side Middle School Photos of Existing Transformer





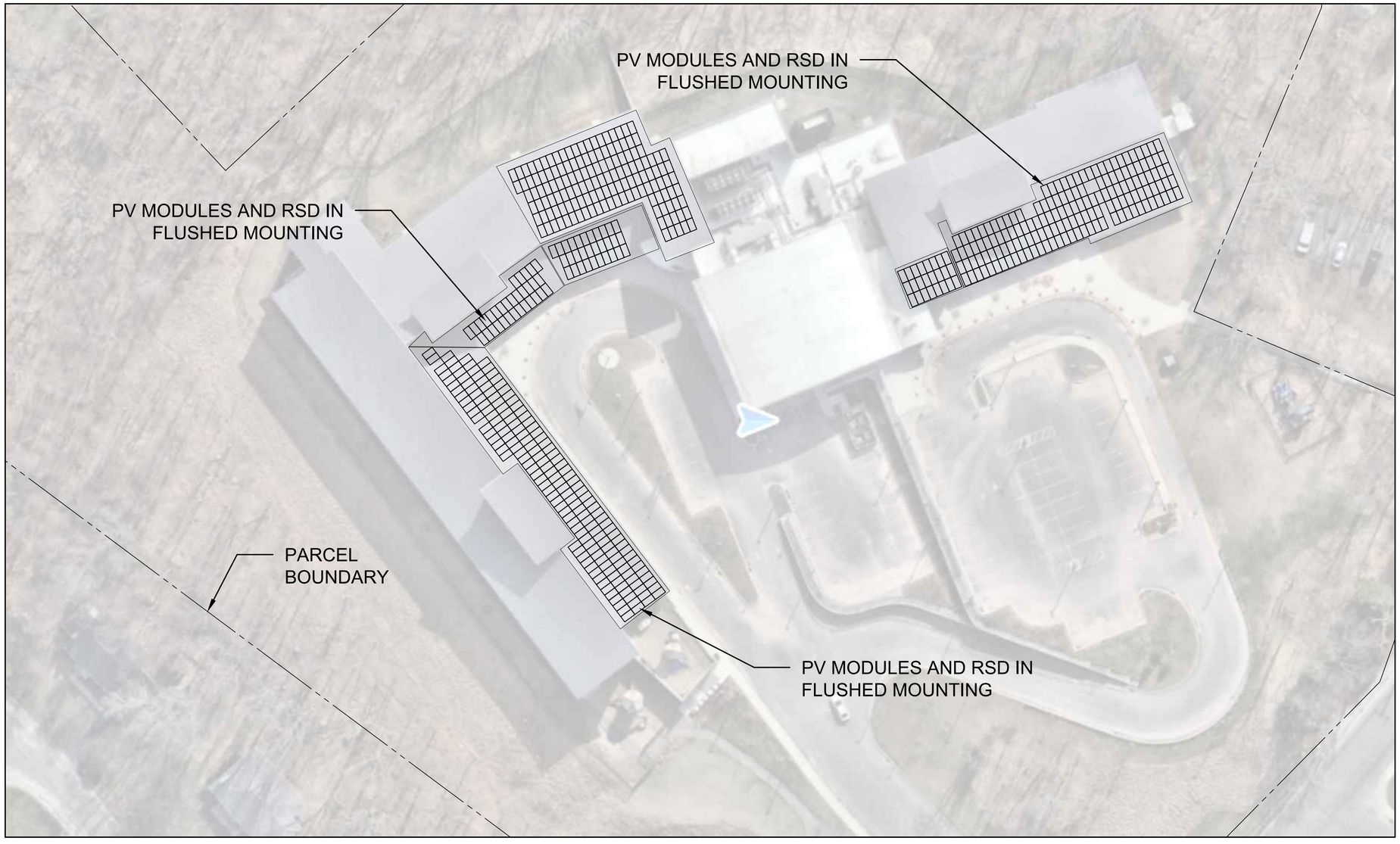

535707 1500 KV 12277 LBS
535707
535707


535707
535707

Exhibit 4:

Exhibit 4.1 - Wendell Cross overall roof plan
Exhibit 4.2 - Generali overall roof plan
Exhibit 4.3 - Sprague overall roof plan
Exhibit 4.4 - Tinker overall roof plan
Exhibit 4.5 - West Side overall roof plan

Exhibit 4.1 - Wendell Cross overall roof plan



1 PV-1 OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

CSW ENERGY

1 PRESTIGE DRIVE, SUITE 103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:
- 293.09 KW DC STC
- 200.00 KW AC
- 331.9 MWH ANNUAL PRODUCTION
- (4)PVI-50TL (SOLECTRIA)
- (553) JAM72S30-530 (530W STC)
- TILT = 18°, 25°
- AZIMUTH = 142.88°, 67.82°, 248.59°, 233.29°, 247.71°
- ROW SPACING = 0.08'

DAS ID
151-0310 PV

	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

WENDELL L. CROSS ELEMENTARY SCHOOL

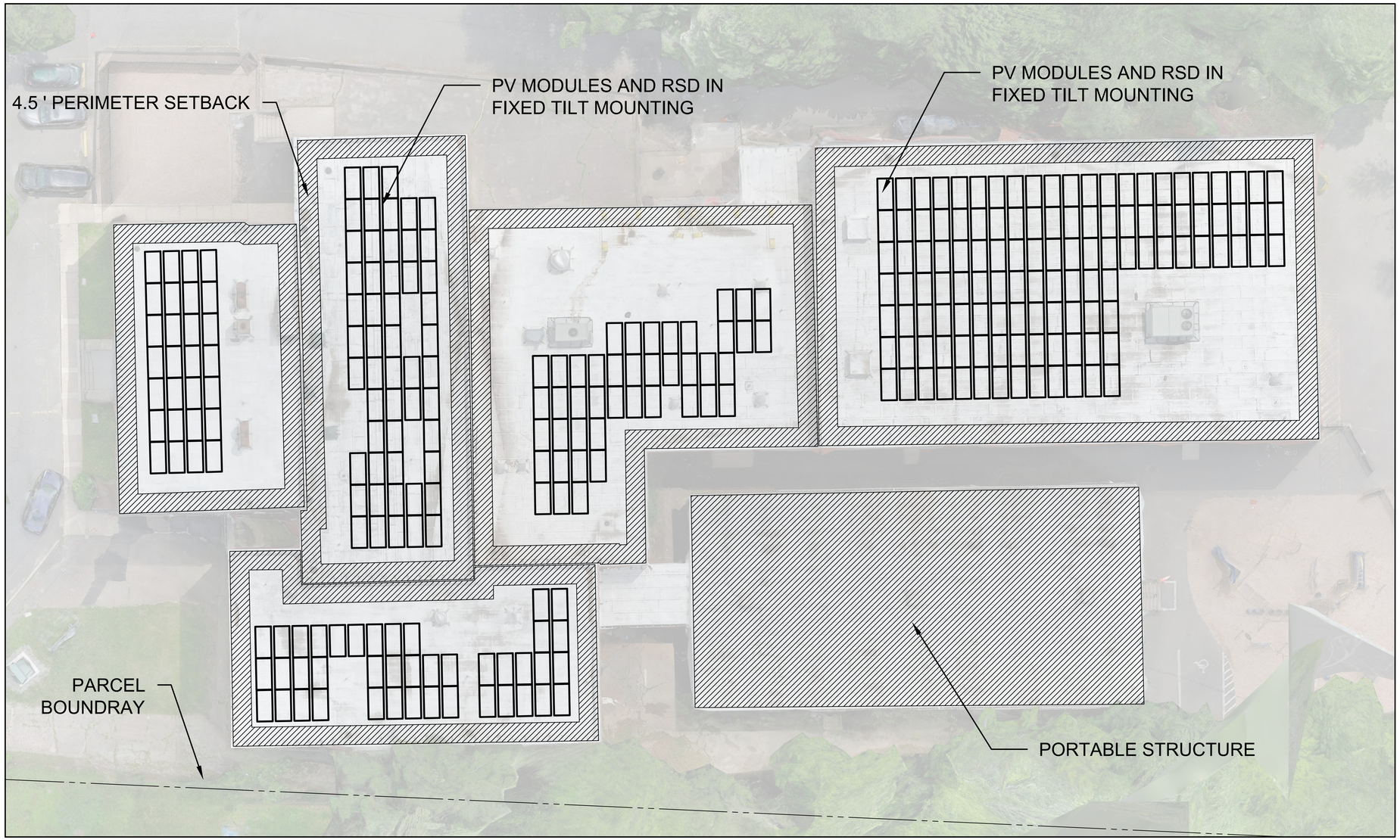
ROOF PV SYSTEM

1255 HAMILTON AVE CT

OVERALL ROOF PLAN

Project	Sheet: PV-1
Date: 08/28/2025	
Scale: AS NOTED	

Exhibit 4.2 - Generali overall roof plan



1 PV-1 OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

CSW ENERGY

1 PRESTIGE DRIVE, SUITE 103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:
- 155.10 KW DC STC
- 120.00 KW AC
- 186.7 MWH ANNUAL PRODUCTION
- (2) PVI-60TL (SOLECTRIA)
- (282) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 178.94°
- ROW SPACING = 0.8'

DAS ID
151-0311 PV

	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

M.M. GENERALI ELEMENTARY SCHOOL

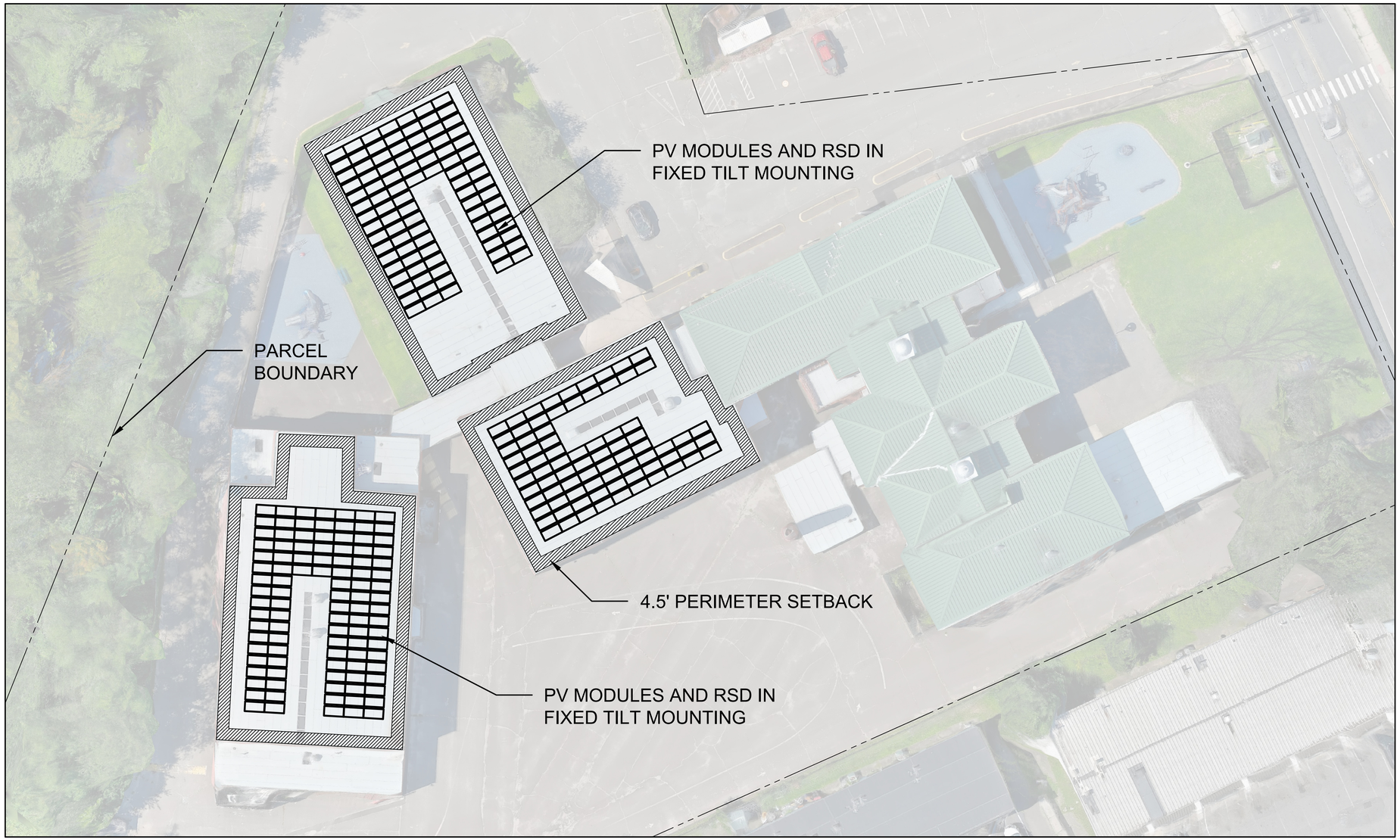
ROOF PV SYSTEM

3196 E MAIN ST. CT

OVERALL ROOF PLAN

Project	Sheet: PV-1
Date: 08/28/2025	
Scale: AS NOTED	

Exhibit 4.3 - Sprague overall roof plan



1
PV-1

OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

CSW ENERGY

1 PRESTIGE DRIVE, SUITE 103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:
- 149.60 KW DC STC
- 120.00 KW AC
- 184.3 MWH ANNUAL PRODUCTION
- (2) PVI-60TL (SOLECTRIA)
- (272) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 153.01°, 182.69°
- ROW SPACING = 0.8'

DAS ID
151-0312 PV

N

	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

SPRAGUE ELEMENTARY SCHOOL

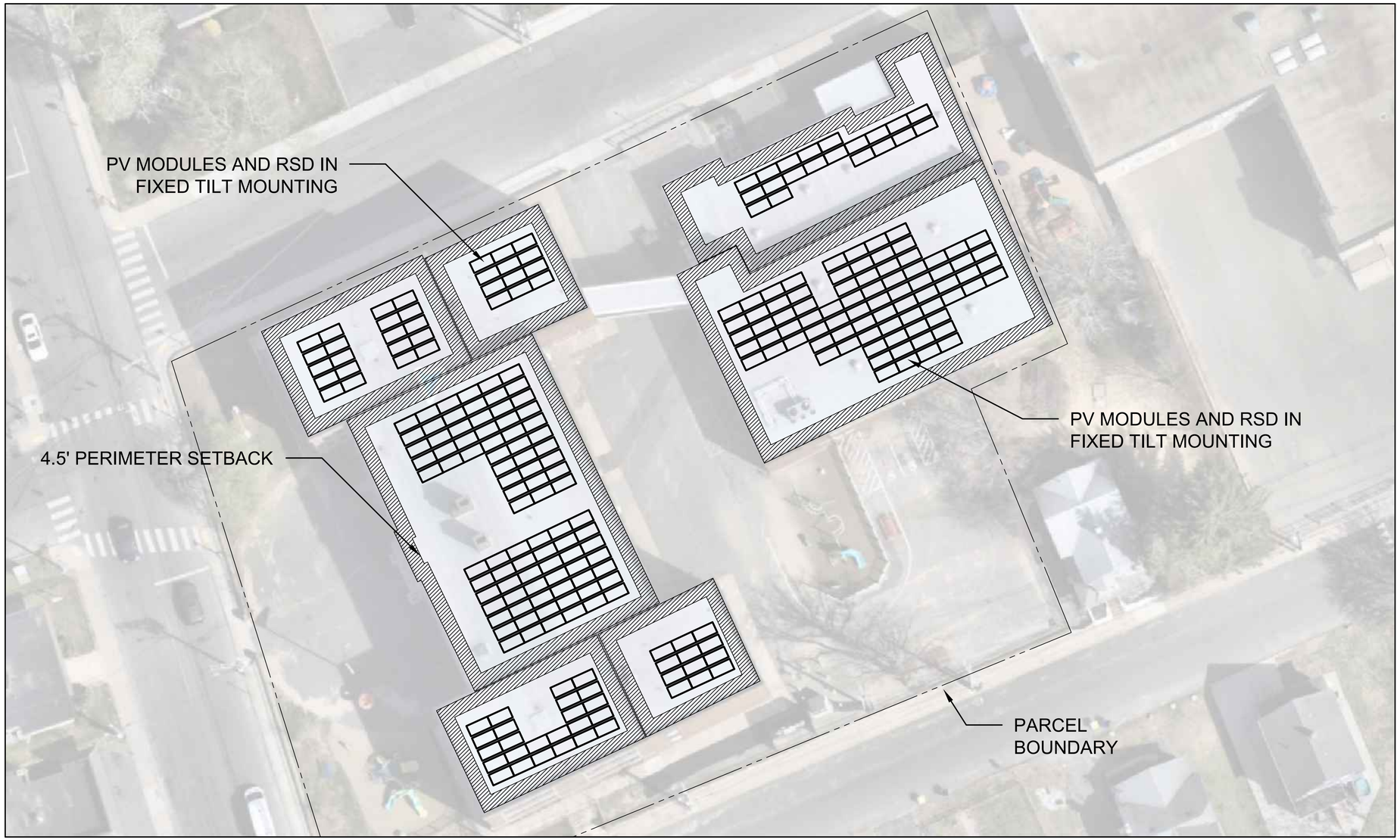
ROOF PV SYSTEM

1443 THOMASTON AVE

OVERALL ROOF PLAN

Project	Sheet
Date 08/28/2025	PV-1
Scale AS NOTED	

Exhibit 4.4 - Tinker overall roof plan



1 PV-1 OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

CSW ENERGY

1 PRESTIGE DRIVE, SUITE 103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:
- 139.15 KW DC STC
- 100.00 KW AC
- 167.2 MWH ANNUAL PRODUCTION
- (2) PVI-50TL (SOLECTRIA)
- (253) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 155.53°
- ROW SPACING = 0.8'

DAS ID
151-0313 PV

N

	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

B.W. TINKER ELEMENTARY SCHOOL

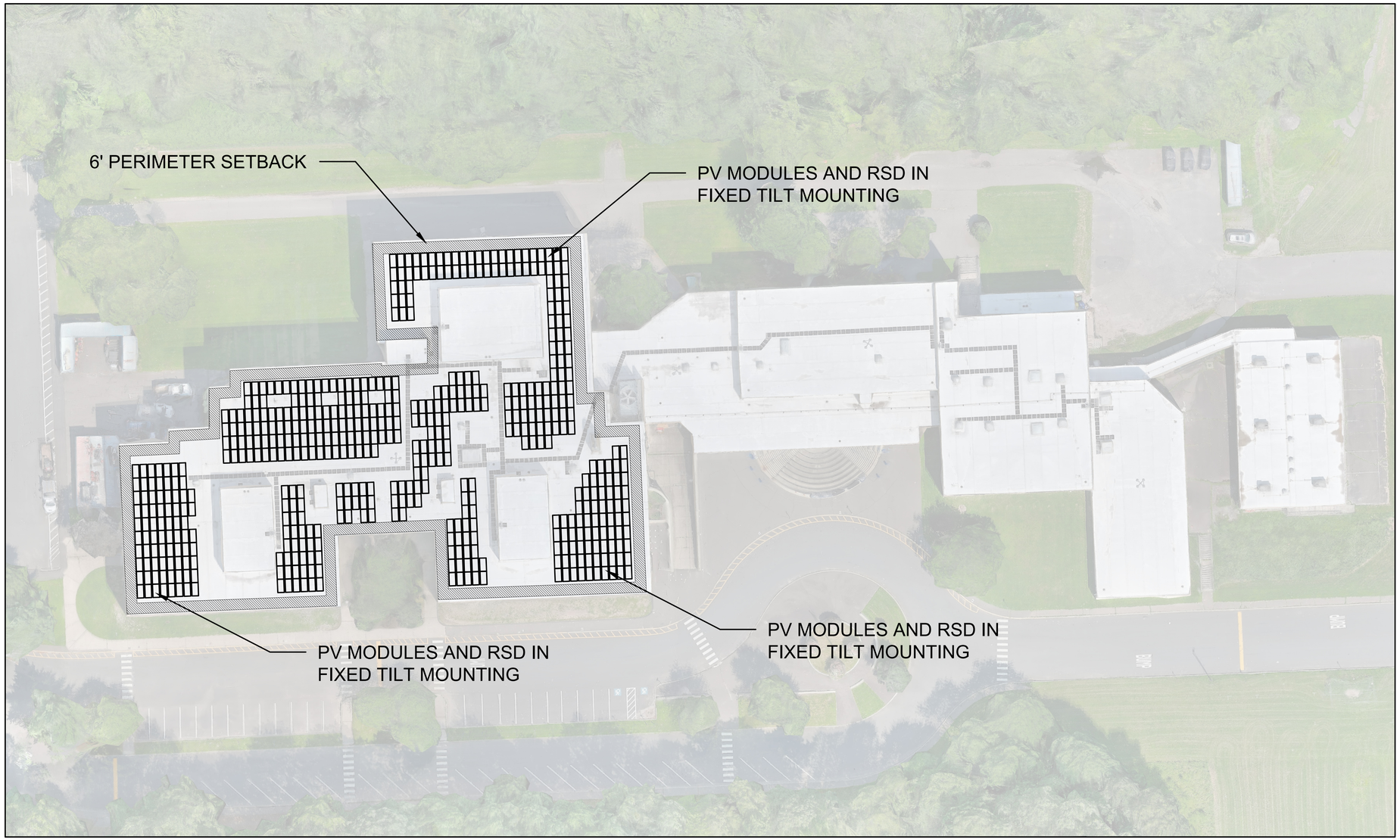
ROOF PV SYSTEM

809 HIGHLAND AVE. CT

OVERALL ROOF PLAN

Project	Sheet: PV-1
Date: 08/28/2025	
Scale: AS NOTED	

Exhibit 4.5 - West Side overall roof plan



1 / PV-1 OVERALL PV LAYOUT PLAN

Project Info

SOLAR DEVELOPER:

CSW ENERGY

1 PRESTIGE DRIVE, SUITE 103, MERIDEN, CT 06450
CSWENERGY.COM

PV ROOF SYSTEM INFO:
- 289.30 KW DC STC
- 200.00 KW AC
- 341.3 MWH ANNUAL PRODUCTION
- (4) PVI-50TL (SOLECTRIA)
- (526) JAM72S30-550 (550W STC)
- TILT = 5°
- AZIMUTH = 177.40°
- ROW SPACING = 0.8'

DAS ID
151-0314 PV

	Version 1	
	Version 2	
Date	Revision/Issue	D.B.

WEST SIDE MIDDLE SCHOOL

ROOF PV SYSTEM

483 CHASE PKWY CT

OVERALL ROOF PLAN

Project	Sheet: PV-1
Date: 08/28/2025	
Scale: AS NOTED	

Exhibit 5:

Exhibit 5.1 - Wendell Cross drone aerial image
Exhibit 5.2 - Generali drone aerial image
Exhibit 5.3 - Sprague drone aerial image
Exhibit 5.4 - Tinker drone aerial image
Exhibit 5.5 - West Side drone aerial image

Exhibit 5.1 - Wendell Cross drone aerial image



Exhibit 5.2 - Generali drone aerial image



Exhibit 5.3 - Sprague drone aerial image



Exhibit 5.4 - Tinker drone aerial image



Exhibit 5.5 - West Side drone aerial image



ELECTRICAL SPECIFICATIONS

PART 1 - GENERAL PROVISIONS FOR ELECTRICAL WORK

REFERENCES

THIS SECTION COVERS THE GENERAL REQUIREMENTS FOR ELECTRICAL WORK; EXAMINE ALL CONTRACT DRAWINGS AND ALL OTHER SECTIONS OF THE SPECIFICATIONS FOR ADDITIONAL WORK RELATED TO THE WORK OF THIS DIVISION.

DEFINITIONS

'PROVIDE' - TO FURNISH, INSTALL AND CONNECT UP COMPLETE AND READY FOR SAFE AND REGULAR OPERATION OF PARTICULAR WORK REFERRED TO UNLESS, SPECIFICALLY OTHERWISE NOTED.

'INSTALL' - TO ERECT, MOUNT AND CONNECT COMPLETE WITH RELATED ACCESSORIES.

'WORK' - LABOR, MATERIALS, EQUIPMENT, APPARATUS, CONTROLS, ACCESSORIES AND OTHER ITEMS REQUIRED FOR PROPER AND COMPLETE INSTALLATION.

'WIRING' - RACEWAY, FITTINGS, WIRE, BOXES, MOUNTING HARDWARE AND RELATED ITEMS.

'CONCEALED' - EMBEDDED IN MASONRY OR OTHER CONSTRUCTION CAVITY, INSTALLED IN FURRED SPACES, WITHIN DOUBLE PARTITIONS OR HUNG CEILINGS.

'SIMILAR' OR 'EQUAL' - EQUAL MATERIALS, WEIGHT, SIZE, DESIGN AND EFFICIENCY OF SPECIFIED PRODUCT.

'CONTRACTOR' - THE ELECTRICAL CONTRACTOR.

'NOTED' - AS INDICATED ON THE DRAWINGS AND/OR SPECIFICATIONS.

SCOPE

THIS WORK SHALL CONSIST OF THE FURNISHINGS OF ALL LABOR, MATERIALS AND SERVICES REQUIRED TO COMPLETE A FULLY OPERATIONAL PHOTOVOLTAIC SOLAR SYSTEM. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL CODES AND INDUSTRY BEST PRACTICES.

BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL REVIEW THE REQUEST FOR PROPOSAL, VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS UNDER WHICH THE WORK WILL BE INSTALLED. THIS CONTRACT INCLUDES ALL NECESSARY OFFSETS, TRANSITIONS, MODIFICATIONS AND RELOCATION REQUIRED TO INSTALL ALL NEW EQUIPMENT IN NEW OR EXISTING SPACES. CONTRACTOR SHALL INCLUDE ANY MODIFICATIONS REQUIRED IN EXISTING ELECTRICAL EQUIPMENT FOR INSTALLATION OF NEW ELECTRICAL EQUIPMENT. (FIXTURES, DEVICES, CONDUIT WIRING, ETC.) ALL NEW AND EXISTING EQUIPMENT AND SYSTEMS SHALL BE FULLY OPERATIONAL UNDER THIS CONTRACT BEFORE THE PROJECT IS CONSIDERED COMPLETE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY ASSUMPTIONS THAT ARE MADE, ANY OMISSIONS OR ERRORS MADE AS A RESULT OF FAILURE TO VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.

CODES, REGULATIONS AND STANDARDS

ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING APPROVED CODES:

STATE DEMOLITION CODE
STATE BUILDING CODE
STATE FIRE SAFETY CODE
LOCAL BUILDING CODE
IBC - INTERNATIONAL BUILDING CODE
NFPA - NATIONAL FIRE PROTECTION CODE
ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE
ASTM - AMERICAN SOCIETY FOR TESTING AND MATERIALS
OSHA - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
U.L. - UNDERWRITERS LABORATORIES
NFPA 101 - LIFE SAFETY CODE
NFPA 99 - HEALTH FACILITIES CODE
NFPA 70 - NATIONAL ELECTRICAL CODE
NFPA 72 - NATIONAL FIRE ALARM CODE
EPA - ENVIRONMENTAL PROTECTION AGENCY
IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
IECC - INTERNATIONAL ENERGY CONSERVATION CODE
ICC/ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

PERMITS, FEES AND INSPECTIONS

THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS, PAY FOR ALL GOVERNMENT, STATE SALES TAXES AND APPLICABLE FEES, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL FILE ALL DRAWINGS, COMPLETE ALL DOCUMENTS AND OBTAIN ALL NECESSARY APPROVALS FROM THE PROPER AUTHORITY OR AGENCY HAVING JURISDICTION. OBTAIN ALL REQUIRED CERTIFICATES OF INSPECTION COVERING WORK. THE CONTRACTOR SHALL SEE THAT ALL REQUIRED INSPECTIONS AND TESTS ARE MADE AND SHALL COOPERATE TO MAKE THESE TESTS AS THOROUGH AND AS READILY MADE AS POSSIBLE.

MATERIALS AND WORKMANSHIP

ALL MATERIALS AND APPARATUS REQUIRED FOR THE WORK SHALL BE NEW AND OF FIRST-CLASS QUALITY. IT SHALL BE FURNISHED, DELIVERED, ERECTED, CONNECTED, FINISHED IN EVERY DETAIL AND SO SELECTED AND ARRANGED AS TO FIT PROPERLY INTO THE BUILDING SPACES. WHERE NO SPECIFIC KIND OR QUALITY MATERIAL IS GIVEN, A FIRST-CLASS STANDARD ARTICLE AS ACCEPTED BY THE OWNER SHALL BE FURNISHED.

ALL EQUIPMENT AND MATERIALS SHALL BE SPECIFICATION GRADE AND BEAR THE UNDERWRITER'S LABEL. NO SUBSTITUTE OR ALTERNATE EQUIPMENT, MATERIAL, ETC. WILL BE CONSIDERED FOR THIS PROJECT.

ALL WORK SHALL BE OF A QUALITY CONSISTENT WITH GOOD TRADE PRACTICE AND SHALL BE INSTALLED IN A NEAT, WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO REJECT ANY WORK WHICH, IN HIS OPINION, HAS BEEN INSTALLED IN A SUBSTANDARD, DANGEROUS OR IN A UNSERVICEABLE MANNER. THE CONTRACTOR SHALL REPLACE REJECTED WORK IN A SATISFACTORY MANNER AT NO EXTRA COST TO THE OWNER.

GUARANTEES

ALL WORKMANSHIP AND MATERIALS SHALL BE FULLY GUARANTEED FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE ENTIRE INSTALLATION COVERED BY THIS CONTRACT. SHOULD ANY DEFECTS OCCUR DURING THE GUARANTEED PERIOD, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DEFECTIVE EQUIPMENT, MATERIAL AND/OR WORK AT NO EXTRA CHARGE TO THE OWNER.

RECORD DRAWINGS

MAINTAIN, AT THE JOB SITE, A SET OF CONSTRUCTION DRAWINGS INDICATING ALL CHANGES IN LOCATION OF THE EQUIPMENT, PANELS, DEVICES, ETC. FROM THE ORIGINAL LAYOUT. CLEARLY MARK IN RED ALL CHANGES ON THE DRAWINGS. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL TURN OVER THE RECORD DRAWINGS TO THE OWNER.

COORDINATION

ALL WORK SHALL BE CARRIED OUT IN CONJUNCTION WITH THE OWNER AND FULL COOPERATION SHALL BE GIVEN IN ORDER THAT ALL WORK MAY PROCEED WITH A MINIMUM OF DELAY AND INTERFERENCE.

SHOP DRAWINGS

SUBMIT ELECTRONIC COPIES FOR REVIEW, DETAILED SHOP DRAWINGS OF ALL EQUIPMENT AND MATERIAL SPECIFIED. THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PRIOR TO SUBMISSION TO THE ENGINEER FOR REVIEW. NO MATERIAL OR EQUIPMENT MAY BE DELIVERED TO THE JOB SITE OR INSTALLED UNTIL CONTRACTOR HAS IN THEIR POSSESSION, APPROVED SHOP DRAWINGS FOR THE PARTICULAR MATERIAL OR EQUIPMENT. SHOP DRAWINGS SHALL BE SPECIFIC WITH ITEMS SUBMITTED FOR APPROVAL CLEARLY IDENTIFIED.

THE FOLLOWING IS A LIST OF ELECTRICAL ITEMS THAT MUST BE SUBMITTED FOR REVIEW:

a. MODULES
b. INVERTERS
c. RACKING
d. PANELBOARDS
e. SAFETY/DISCONNECT SWITCHES
f. CIRCUIT BREAKERS
g. FUSES
h. CONDUIT, WIRE AND CABLE
i. TRANSFORMERS

OPERATING INSTRUCTIONS

THE CONTRACTOR SHALL FURNISH TO THE OWNER ELECTRONIC SETS OF INSTRUCTIONS FOR OPERATING AND MAINTAINING ALL SYSTEMS AND EQUIPMENT INCLUDED IN THIS DIVISION.

EQUIPMENT PROTECTION

PROPERLY AND COMPLETELY PROTECT AGAINST ALL DAMAGE, ALL APPARATUS, EQUIPMENT, ETC., INCLUDED IN THIS CONTRACT. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO FURNISHED APPARATUS, EQUIPMENT, ETC., UNTIL FINAL ACCEPTANCE.

PROPERTY PROTECTION

THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY AND/OR REQUIRED TO PROTECT OWNER'S PROPERTY WITHIN THE WORKING AREAS FROM DUST, DEBRIS AND OTHER MATTER GENERATED BY THE WORK. NO WORK SHALL COMMENCE IN AREAS WHERE PROTECTION IS REQUIRED UNTIL APPROVAL HAS BEEN GIVEN TO THE CONTRACTOR BY THE OWNER.

MANUFACTURER'S INSTRUCTION

INSTALL ALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS OR REQUIREMENTS FOR PROPER OPERATION AND MAINTENANCE.

EQUIPMENT PAINTING AND CLEANING

THOROUGHLY CLEAN ALL ELECTRICAL EQUIPMENT DEVICES AND ENCLOSURES UPON COMPLETION OF ALL WORK. REPAINT ANY EQUIPMENT WHOSE FINISH IS DAMAGED OR RUSTED. MATCH MANUFACTURER'S ORIGINAL FINISH. CONDUITS MOUNTED ON EXTERIOR WALLS SHALL BE PAINTED TO MATCH SAID WALL.

PENETRATION SEALANT

ALL PENETRATIONS SHALL BE SEALED WITH 3M INTUMESCENT FIRE BARRIER PENETRATION SEALANT, APPLIED PER MANUFACTURER'S AND U.L. GUIDELINES.

CUTTING, PATCHING, REPAIRING AND PAINTING

THE CONTRACTOR SHALL PERFORM ALL CUTTING, PATCHING, REPAIRING AND PAINTING FOR ALL ELECTRICAL ITEMS AND EQUIPMENT CALLED FOR UNDER THIS CONTRACT. THIS INCLUDES CUTTING OF ASPHALT, CONCRETE AND CURBS. AS NEEDED FOR TRENCHING.

FIRE STOPS AND SEALS

PENETRATIONS THROUGH FIRE-RATED WALLS, CEILING OR FLOORS IN WHICH CABLES OR CONDUITS PASS SHALL BE FILLED SOLIDLY BY U.L. APPROVED FIRE-STOP MATERIALS, CLASSIFIED FOR AN HOUR RATING EQUAL TO THE FIRE RATING OF THE WALL, CEILING OR FLOOR. PROVIDE TO 3M BRAND FIRE BARRIER CP25WB CAULK OR APPROVED EQUIVALENT.

SEALING BUSHINGS SHALL BE USED ON CONDUIT AND CABLE ENDS TO EFFECTIVELY PREVENT THE INTRUSION OF WATER, A DAMP OR CORROSIVE ATMOSPHERE, DRAFT OR DUST.

ACCESS PANELS

THE CONTRACTOR SHALL FURNISH AND INSTALL ACCESS PANELS AND DOORS AS REQUIRED FOR ACCESS TO INACCESSIBLE PULLBOXES, JUNCTION BOXES AND OTHER SPECIALTIES.

THE CONTRACTOR SHALL COORDINATE THE LOCATIONS OF ACCESS PANELS AND DOORS WITH THE OWNER.

PART 2 - PRODUCTS

DESCRIPTION

ALL MATERIALS AND EQUIPMENT PROVIDED UNDER THIS SECTION SHALL BE NEW, FIRST GRADE, BEST OF THEIR RESPECTIVE KINDS AND IN NO WAY SHALL THEY BE LESS THAN THE QUALITY AND INTENT SET FOURTH UNDER THIS SECTION. THEY SHALL MEET THE REQUIREMENTS OF ALL STANDARDS SET UP TO GOVERN THE MANUFACTURER OF ELECTRICAL MATERIALS AND COMPLY WITH ALL APPLICABLE CODES AND STANDARDS.

WIRE

CONDUCTORS SHALL BE U.L. LISTED, 600 VOLTS, 90 DEG. C., SINGLE CONDUCTOR TYPE THWN/THHN. 98% CONDUCTIVITY, ANNEALED UNCOATED COPPER WITH PVC INSULATION COVERED WITH NYLON SHEATH JACKET. TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF UNDERWRITERS LABORATORIES STANDARD 83. WIRE SHALL BE IDENTIFIED BY SURFACE MARKING INDICATING MANUFACTURER'S IDENTIFICATION CONDUCTOR SIZE AND METAL, VOLTAGE RATING, U.L. SYMBOL AND TYPE DESIGNATION. CONDUCTORS SHALL BE STRANDED. MINIMUM SIZE SHALL BE #12 AWG.

PHOTOVOLTAIC WIRE

CONDUCTOR SHALL BE UL LISTED, 1KV/2KV, USE-2/RHH/RHW-2 COPPER CONDUCTOR. INSULATION COMPOUNDS SHALL BE RATED FOR FLAME AND SUN-LIGHT RESISTANCE. CONDUCTOR SHALL BE SUITABLE FOR OUTDOOR ROOFTOP APPLICATIONS WITHOUT RACEWAYS AND PERMITTED IN CABLE TRAYS. WIRE SHALL BE IDENTIFIED BY SURFACE MARKINGS. INDICATING MANUFACTURER'S IDENTIFICATION, CONDUCTOR SIZE AND METAL, VOLTAGE RATING, UL SYMBOL AND TYPE DESIGNATION.

RIGID POLYVINYL CHLORIDE CONDUIT (PVC)

RIGID POLYVINYL CHLORIDE CONDUIT SHALL BE TYPE DB, SCHEDULE 40, EXCEPT IN LOCATIONS WHERE CODE PERMITS SCHEDULE 80, SUNLIGHT RESISTANT, RATED OR USE WITH 90 DEGREES C. CONDUCTORS, U.L. RATED. ALL PVC CONDUIT AND FITTINGS SHALL BE SOLVENT WELDED.

ELECTRIC METALLIC TUBING (EMT)

ELECTRICAL METALLIC TUBING SHALL BE GALVANIZED THIN WALL STEEL CONDUIT. THE CONNECTORS AND COUPLINGS SHALL BE HEAVY DUTY, STEEL-ZINC PLATED, SET SCREW TYPE FOR INDOOR APPLICATIONS. WHERE INSTALLED IN OUTDOOR APPLICATIONS WEATHER RATED COMPRESSION FITTINGS MUST BE USED.

FLEXIBLE METALLIC CONDUIT (FMC)

FLEXIBLE METALLIC CONDUIT SHALL BE OF HEAVY GALVANIZED SHEET METAL STRIP IN INTERLOCKED CONSTRUCTION. THE CONNECTORS SHALL BE SQUEEZE TYPE MALLEABLE IRON, CADMIUM PLATED.

LIQUID-TIGHT FLEXIBLE METAL CONDUIT (LFMC)

LIQUID-TIGHT FLEXIBLE CONDUIT SHALL BE CONSTRUCTED OF HEAVY GALVANIZED SHEET METAL STRIP, SPIRALLY-WOUND INTERLOCK CONSTRUCTION WITH AN EXTRUDED POLYVINYL GRAY JACKET. CONDUIT SHALL BE U.L. LABELED AND CONFORMED TO THE APPLICATION AND ENVIRONMENT IN WHICH IT WILL BE USED. ALL CONNECTIONS, COUPLINGS AND FITTINGS SHALL BE OF HIGH QUALITY STEEL-ZINC RATED TYPE SPECIFICALLY DESIGNED FOR THIS PURPOSE.

METAL CLAD CABLE (MC)

METAL CLAD CABLE SHALL BE INTERLOCKING GALVANIZED STEEL ARMOR CONSTRUCTION. COLOR CODED THERMOPLASTIC/NYLON INSULATION THHN, 90 DEGREE C., 600 VOLTS, COPPER CONDUCTORS AND INTERNAL INSULATED EQUIPMENT COPPER GROUND CONDUCTOR. MARKER TAPE AND CABLE TAPE OVER MINIMUM SIZE #12 AWG UNLESS OTHERWISE INDICATED.

FITTINGS

CONDUIT BODIES FOR ELECTRICAL METALLIC TUBING (EMT) SHALL BE CAST ALUMINUM-ALUMINUM ENAMEL FINISH WITH SET SCREW HUBS AND ALUMINUM COVER.

INSULATION BUSHINGS SHALL BE HIGH IMPACT THERMOPLASTIC PHENOLIC WITH 150 DEG. C. UL TEMPERATURE RATING.

INSULATED GROUNDING BUSHINGS SHALL BE MALLEABLE IRON ZINC PLATED WITH MOLDED ON PHENOLIC INSULATION AND LAY-IN GROUNDING LUG.

CONDUIT LOCKNUTS SHALL BE HEAVY NUT STOCK STEEL-ZINC PLATED.

OFFSET NIPPLES SHALL BE MALLEABLE IRON ZINC PLATED WITH RIGID CONDUIT THREADING AND 3/4" OFFSET.

CONNECTORS AND COUPLINGS FOR ELECTRICAL METALLIC TUBING (EMT) SHALL BE HEAVY STEEL-ZINC PLATED WITH PRE-SET/PRE-SHAKED SET SCREWS OR COMPRESSION TYPE WEATHER RATED FOR OUTDOOR APPLICATIONS.

CONDUIT STRAPS SHALL BE SNAP-TYPE, DOUBLE RIBBED STEEL-ZINC PLATED.

METAL CLAD CABLE AND FLEXIBLE METALLIC CONDUIT CONNECTORS SHALL BE MALLEABLE IRON-ZINC PLATED, MALE HUB THREADS WITH LOCKNUT.

SUPPORT FITTINGS

SUPPORT CHANNEL SHALL BE ROLL-FORMED #12 GAUGE STEEL, SOLID BASE OR BOLT HOLE BASE - HOT DIP GALVANIZED FINISH. COMPLETE WITH ANGLE FITTINGS, SPRING NUTS, CONDUIT SUPPORTS, 3/8" OR 1/2" THREADED RODS (SIZE REQUIRED FOR LOAD), ETC.

FUSES

FUSES SHALL NOT BE INSTALLED UNTIL EQUIPMENT IS READY TO BE ENERGIZED. THIS MEASURE PREVENTS FUSE DAMAGE DURING SHIPMENT OF THE EQUIPMENT FROM THE MANUFACTURER TO THE JOB SITE.

ALL FUSES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. FUSES SHALL BE OF THE SAME MANUFACTURER. FUSE TYPES DESCRIBE BELOW SHALL BE U.L. LISTED DUAL ELEMENT TIME DELAY TYPE.

CIRCUIT 0 TO 600 AMPERE SHALL BE PROTECTED BY DUAL ELEMENT, TIME DELAY, CURRENT LIMITING FUSES WITH AN INTERRUPTING RATING OF 200,000 A.I.C. U.L. LISTED CLASS 'RK1'.

FUSES SHALL HAVE VOLTAGE RATING BASED ON DISTRIBUTION REQUIREMENT SYSTEMS.

OUTLET BOXES

OUTLET BOXES SHALL BE GALVANIZED STEEL, FLUSH OR SURFACE MOUNTED AND OF PROPER TYPE AND SIZE AS REQUIRED FOR THE PARTICULAR APPLICATION. SIZE AND TYPE DICTATED BY THE NUMBER OF DEVICES (2 GANG MINIMUM WITH SINGLE GANG PLASTER RING FOR SINGLE DEVICE LOCATIONS), NUMBER OF CONDUCTORS AND WIRING METHOD UTILIZED. BOXES SHALL BE ADEQUATE SIZE FOR THE INSTALLATION OF CONDUCTORS WITHOUT EXCESSIVE BENDING OR CRIMPING OF THE CONDUCTORS AND DAMAGING OF CONDUCTOR INSULATION.

OUTLET BOXES SHALL BE SECURED FIRMLY IN PLACE TO THE BUILDING STRUCTURE AND SET TRUE AND SQUARE. PROVIDE SUITABLE MEANS TO SUPPORT OUTLET BOX TO TAKE THE WEIGHT OF THE DEVICE.

PANELBOARDS

PANELBOARDS SHALL BE THE COMBINATION THERMAL/MAGNETIC CIRCUIT BREAKER TYPE, 3 PHASE, 4 WIRE WITH THE NUMBER OF BRANCH CIRCUITS AS REQUIRED. PROVIDE WITH FULLY RATED HARD-DRAWN COPPER, 98 PERCENT CONDUCTIVE PHASE AND GROUND BUS. LUGS SIZED TO ACCOMMODATE WIRE QUALITY AND SIZES. PANELS SHALL BE U.L. LISTED. DOOR-IN-DOOR DESIGN. BOXES SHALL BE CORROSION RESISTANT, ZINC FINISH GALVANIZED. FRONTS SHALL BE REINFORCED STEEL POWDER FINISH PAINTED LIGHT GRAY (ANSI-61) AND SHALL BE EQUIPPED WITH CONCEALED HINGES AND CONCEALED TRIM ADJUSTING SCREWS. DIRECTORY CARD HOLDERS SHALL BE CORROSION-PROOF VALOX WITH RETRACTABLE LATCH, KEYED ALIKE. PHASE BUS SHALL BE SEQUENCED AND FULLY INSULATED RATINGS SHALL BE DISPLAYED ON THE DEAD FRONT SHIELD AND TOTALLY VISIBLE WITH THE DOOR OPEN. NEMA RATING OF THE PANEL BOARD MUST BE SUITABLE FOR ITS LOCATION.

CIRCUIT BREAKERS

BRANCH CIRCUIT BREAKERS SHALL BE QUICK-MAKE, QUICK-BREAK, BOLT-IN THERMALMAGNETIC TYPE WITH VISIBLE CURRENT RATING AND TRIP POSITION. AND BE SUITABLE FOR BACKFEED WHERE REQUIRED.

ALL MULTI-POLE BREAKERS SHALL BE EQUIPPED WITH HANDLE TIES FOR MULTI-POLE USE.

PHASE SEQUENCE AND BALANCING

MAINTAIN CORRECT PHASE SEQUENCE OF ALL FEEDERS AND CIRCUITS WITH PHASE IDENTIFICATION THROUGHOUT THE ENTIRE SYSTEM.

DRY TYPE TRANSFORMER

DRY TYPE TRANSFORMER SHALL BE U.L. LISTED IN ACCORDANCE WITH ANSI #C89.2 AND NEMA ST-20 STANDARDS. TEMPERATURE RISE OF 150 DEG. C., PAINT COLOR ANSI #61 GRAY, 6- 2-1/2% TAPS (2 ABOVE/4 BELOW) WITH COPPER WINDINGS. SOUND RATING 42 TO 45 DECIBELS. THE ENCLOSURE SHALL BE SUITABLE FOR THE INSTALLED LOCATION.

SAFETY/DISCONNECT SWITCHES

DISCONNECT/SAFETY SWITCHES SHALL BE MOTOR RATED, METAL ENCLOSED, INTERLOCKING, FUSIBLE OR NONFUSED AS REQUIRED. HEAVY DUTY TYPE, WITH APPROPRIATE VOLTAGE RATINGS, QUICK-MAKE, QUICK-BREAK MECHANISMS, SOLID NEUTRAL AND U.L. LISTED. SWITCHES SHALL HAVE PROPER TYPE METAL ENCLOSURES; STANDARD, WEATHERPROOF, DUSTPROOF, ETC., TO SUIT THEIR SPECIFIC LOCATIONS.

JUNCTION BOXES, PULLBOXES AND WIREWAYS

JUNCTION BOXES, PULLBOXES AND WIREWAYS SHALL BE OF PROPER TYPE AND SIZES AS REQUIRED. CODE GAUGE, GALVANIZED STEEL WITH KNOCKOUTS AND FLANGES TO RECEIVE THE COVERS. COVERS SHALL BE FLAT, OF THE SAME MATERIAL AS THE BOX AND FASTENED TO THE BOX WITH MACHINE SCREWS.

GROUND RODS

GROUND RODS SHALL BE HIGH STRENGTH STEEL CORE WITH ELECTROLYTIC ALLY BONDED COPPER JACKET. GROUND RODS SHALL CONFORM TO THE REQUIREMENTS OF THE U.I. SPEC. NO. 467 (ANSI C-33.8-1972). MINIMUM SIZE SHALL BE 5/8 INCH DIAMETER BY EIGHT (8') FT LENGTH.

WIRING DEVICES

ALL DEVICES SHALL BE COMMERCIAL SPECIFICATION GRADE, U.L. LISTED, SELF-GROUNDING, GROUND LUG, SIDE/BACK WIRED.

WALL PLATES FOR SWITCHES AND RECEPTACLES SHALL BE STAMPED STEEL FOR UNFINISHED AREAS.

RECEPTACLES LOCATED IN WET LOCATIONS SHALL BE INSTALLED WITH AN OUTLET ENCLOSURE CLEARLY MARKED 'SUITABLE FOR WET LOCATIONS WHILE IN USE'. THERE MUST BE A GASKET BETWEEN THE COVER AND THE BASE TO ASSURE A PROPER SEAL. THE ENCLOSURE MUST EMPLOY STAINLESS STEEL MOUNTING HARDWARE AND BE CONSTRUCTED OF IMPACT RESISTANT POLYCARBONATE. THE OUTLET ENCLOSURE SHALL BE U.L. LISTED.

POWER AND CONTROL WIRING

FURNISH AND INSTALL ALL POWER WIRING, CONTROL WIRING (120VAC), CONDUIT AND FITTINGS FOR ALL EQUIPMENT AND FINAL CONNECTIONS. UPON COMPLETION OF WORK, CHECK OUT EACH ITEM.

PART 3 - EXECUTION

INSTALLATION

ALL WORK, MATERIALS AND MANNER OF INSTALLING SAME SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE NATIONAL ELECTRIC CODE.

RACEWAYS

RACEWAYS, ENCLOSURES AND BOXES SHALL BE MECHANICALLY JOINED TO FORM A CONTINUOUS ELECTRICAL PATH.

THE CONTRACTOR SHALL PROVIDE APPROVED TYPE PULL BOXES AS REQUIRED.

MINIMUM SIZE CONDUIT SHALL BE 3/4" UNLESS OTHERWISE NOTED.

FURNISH NYLON PULL STRINGS IN ALL EMPTY CONDUIT RUNS.

FURNISH LOCKNUTS AND BUSHINGS FOR ALL CONDUIT TERMINATIONS IN ALL OUTLET BOXES, PANELS, PULL BOXES, CONDUIT STUBS, ETC.

ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED FOR CONCEALED AND EXPOSED WIRING IN LOCATIONS AS FOLLOWS (FITTINGS MUST BE SUITABLE FOR LOCATION):

1. INTERIOR PANEL FEEDERS
2. INTERIOR RECEPTACLE AND POWER BRANCH CIRCUIT WIRING
3. THROUGH EXTERIOR WALLS
4. EXTERIOR INSTALLATIONS

RIGID POLYVINYL CHLORIDE (PVC) SHALL BE USED FOR WIRING IN THE FOLLOWING LOCATIONS:

1. BURIED UNDER GRADE
2. POWER BRANCH CIRCUIT WIRING BURIED UNDER GRADE
3. BELOW CONCRETE SLABS OR ASPHALT
4. EXPOSURE TO MOISTURE

ALL CONDUIT SHALL BE INSTALLED IN PARALLEL AND PERPENDICULAR TO THE BUILDING LINES.

ALL CONDUIT SHALL BE SUPPORTED USING CADMIUM PLATED CONDUIT STRAPS AND HANGERS.

SEPARATE CONDUIT SYSTEMS SHALL BE INSTALLED FOR ALTERNATING CURRENT AND DIRECT CURRENT POWER.

WIRING

PROVIDE WIRING TO ALL OUTLETS, EQUIPMENT, APPARATUS AND OTHER SPECIALTIES.

THE TERM 'WIRING' SHALL BE CONSIDERED TO BE COMPRISED OF THE CONDUIT, CONDUCTORS, CONNECTIONS, ETC.

ALL WIRING MUST BE SIZED FOR TYPE THWN/THHN COPPER CONDUCTORS.

MINIMUM SIZE WIRE SHALL BE #12 UNLESS OTHERWISE INDICATED. ALL WIRING SHALL BE COLOR CODED.

EXERCISE CAUTION IN PULLING CONDUCTORS INTO RACEWAYS SO AS NOT TO DAMAGE THE INSULATION. CABLE PULLING LUBRICANT SHALL BE USED TO ASSIST IN PULLING.

CONDUCTOR WITHIN PANELBOARDS, JUNCTION BOXES, TROUGHS AND OTHER EQUIPMENT WHERE CONCENTRATIONS OF CONDUCTORS ARE ENCLOSED, SHALL BE NEATLY ARRANGED.

CIRCUITS SHALL BE SO CONNECTED TO THE PANELBOARDS THAT THE TOTAL LOAD IS DISTRIBUTED AS NEATLY AS POSSIBLE, EQUALLY BETWEEN EACH LINE AND NEUTRAL.

BRANCH CIRCUIT WIRING FOR DEVICES IN DRYWALL CONSTRUCTION AND ACCESSIBLE HUNG CEILING SPACE, MAY BE INSTALLED IN A METAL SHEATHED 'MC' TYPE CABLE WHERE APPROVED BY THE NEC AND THE AUTHORITY HAVING JURISDICTION. CABLE SHALL BE SUPPORTED FROM STRUCTURE 4" O.C. WITH APPROVED CABLE SUPPORTS. PROVIDE APPROPRIATE GROMMETS FOR HORIZONTAL RUNS IN METAL STUD PARTITIONS. CABLE SHALL NOT LAY ON CEILING STRUCTURE OR TILES. PROVIDE ANTI-SHORT BUSHINGS (RED HEAD) UNDER ARMOR JACKET AT TERMINATIONS.

COMMON NEUTRAL FOR MULTIPLE BRANCH CIRCUITS IS NOT ACCEPTABLE. PROVIDE SEPARATE NEUTRAL FOR EACH BRANCH CIRCUIT.

WIRING IN OUTLET BOXES, JUNCTION BOXES, CABINET PANELBOARDS OR EQUIPMENT SHALL HAVE A MINIMUM OF EIGHT (8") INCHES LENGTH LEADS FOR CONNECTING WIRING DEVICES TO MAKE UP CIRCUIT SPLICES.

PROVIDE FLEXIBLE METAL CONDUIT FOR DRY TYPE TRANSFORMER. LENGTH OF FLEXIBLE METAL CONDUIT DO NOT EXCEED THREE FEET (3').

INSTALL COPPER GREEN INSULATED GROUNDING CONDUCTOR IN ALL CONDUITS AND RACEWAYS.

SPLICING

SPLICING SHALL BE DONE WITH INSULATED OR NON-INSULATED CONNECTORS OF APPROPRIATE TYPES AND CURRENT-CARRYING CAPACITY. NON-INSULATED CONNECTORS SHALL BE WRAPPED WITH INSULATING TAPE TO THE THICKNESS OF THE INSULATION OF THE CONDUCTORS BEING SPLICED. ELECTRICAL TAPE SHALL BE 3M OR SUPER 88 SCOTCH VINYL FLAME-RETARDANT , COLD AND WEATHER RESISTANT.

SPLICES FOR CONDUCTORS, SIZES #10 AWG OR SMALLER SHALL BE MADE WITH U.L. LISTED SPRING-TYPE CONNECTORS OR APPROPRIATE CURRENT CARRYING CAPACITY.

SPLICES, TAPS AND TERMINALS FOR CONDUCTORS #8 AWG OR LARGER SHALL BE MADE WITH U.L. LISTED BOLTED PRESSURE CONNECTORS OF BRONZE OR COPPER CONSTRUCTION, OF APPROPRIATE CURRENT CARRYING CAPACITY.

CONDUCTOR IDENTIFICATION

CONDUCTORS #8 AWG AND SMALLER SHALL HAVE A COLOR-CODED INSULATION.

CONDUCTORS #6 AWG AND LARGER SHALL BE IDENTIFIED WITH TAPES APPLIED NEAR THE ENDS OF THE CONDUCTORS.

FEEDERS AND BRANCH CIRCUIT CONDUCTORS SHALL BE IDENTIFIED FOR PHASE ROTATION.

	208/120V/3PH	480/277V/3PH
PHASE A	BLACK	BROWN
PHASE B	RED	ORANGE
PHASE C	BLUE	YELLOW
NEUTRAL	WHITE	WHITE
GROUND	GREEN	GREEN

ALL FEEDERS, MAINS AND BRANCH CIRCUIT CONDUCTORS SHALL BE TAGGED AT BOTH ENDS WITH WIRE MARKERS IN ALL PANELS, MOTOR CONTROLS, JUNCTION BOXES, OUTLET BOXES AND DEVICE BOXES.

IDENTIFICATION

FURNISH AND INSTALL NAMEPLATES FOR ALL ELECTRICAL EQUIPMENT, IDENTIFYING ITEMS BY NAME, FUNCTION AND/OR CONTROL.

IDENTIFYING NAMEPLATES SHALL BE LAMINATED, PLASTIC TYPE, CONSISTING OF TWO BLACK PLASTIC SHEETS WITH ONE WHITE PLASTIC SHEET BONDED TO AND BETWEEN THE TWO OUTER BLACK SHEETS AND HAVING THE LETTERS ENGRAVED IN ONE BLACK TO THE DEPTH OF THE WHITE PLASTIC. FASTEN NAMEPLATES TO EQUIPMENT WITH SUITABLE ADHESIVES OR STAINLESS STEEL SCREWS.

ALL PANELS SHALL HAVE TYPEWRITTEN CIRCUIT DIRECTORIES IDENTIFYING ALL BRANCH CIRCUITS.

USE PLASTIC-COATED WIRE MARKERS OF THE SELF-ADHESIVE. WRAPAROUND TYPE WITH PERMANENT FACTORY-PRINTED NUMBER, LETTERS AND SYMBOLS.

WIRE MARKERS SHALL BE SECURELY ATTACHED AT BOTH ENDS, IDENTIFYING PANEL AND CIRCUIT BREAKER NUMBERS.

ALL CONDUCTORS SHALL BE PERMANENTLY TAGGED AT TIME OF INSTALLATION. LABELS SHALL BE EQUAL TO T&B, PANDUIT OR IDEAL.

GROUNDING

ALL ELECTRICAL WORK SHALL BE GROUNDED AND BONDED IN FULL CONFORMANCE WITH THE LATEST APPROVED EDITION OF THE NATIONAL ELECTRICAL CODE AND LOCAL REQUIREMENTS.

ALL ELECTRICAL EQUIPMENT, TRANSFORMERS, PANELBOARD ENCLOSURES, SAFETY SWITCHES, METAL ENCLOSURES, ELECTRICAL DEVICE CLOSURES AND ALL OTHER EQUIPMENT SHALL BE MADE TO FORM A CONTINUOUS CONDUCTING, GROUND PATH OF LOW IMPEDANCE FOR GROUND FAULT CIRCUITS AND OPERATION OF THE CIRCUIT PROTECTIVE DEVICES WITHIN EACH CIRCUIT.

PROVIDE GROUNDING CONDUCTOR IN ALL RACEWAYS.

GROUND CONNECTIONS WITH THE GROUNDING CONDUCTORS SHALL BE MADE AT EACH OUTLET BOX, FIXTURE AND OTHER EQUIPMENT COMPONENTS BY MEANS OF A POSITIVELY SECURED GROUNDING CLAMP, SCREW OR CLIP. CONNECTIONS TO GROUNDING RODS, OTHER GROUNDING ELECTRODE CONDUCTORS AND CONNECTIONS TO PIPES SHALL BE MADE WITH BRONZE OR BRASS CLAMPS.

BONDING SHALL BE PROVIDED TO ASSURE ELECTRICAL CONTINUITY AND THE CAPACITY TO SAFELY CONDUCT ANY FAULT CURRENT LIKELY TO BE IMPOSED.

DATA SYSTEM

FURNISH OUTLET BOXES, RACEWAYS FOR THE VOICE/DATA SYSTEMS.

ALL WORK RELATED TO THE DATA SYSTEM SHALL CONFORM TO THE REQUIREMENTS OF TIA/EIA TELECOMMUNICATION BUILDING WIRING STANDARDS AND BICSI TELECOMMUNICATION DISTRIBUTION STANDARDS.

J-HOOKS (CADDY CAT64 OR EQUIVALENT) ABOVE HUNG CEILING SPACE APPROXIMATELY 4' ON CENTER, OR CLOSER AS REQUIRED FOR THE FUTURE INSTALLATION OF LOW VOLTAGE CABLE AND TO PREVENT CABLES FROM CONTACTING CEILING GRID, DUCT PIPES, CONDUITS, STRUCTURE, ETC. PROVIDE ALL J-HOOKS, CONDUITS, SUPPORTS, ETC. FOR A COMPLETE LOW VOLTAGE CABLING RACEWAY SYSTEM.

END OF ELECTRICAL SPECIFICATIONS

Project Info

OWNER'S REPRESENTATIVE

CSW ENERGY

1 PRESTIGE DRIVE, SUITE 103, MERIDEN, CT 06450
CSWENERGY.COM

PV SYSTEM INFO:

WENDELL L. CROSS ELEMENTARY SCHOOL
DC CAPACITY: 293.09 KWP
AC CAPACITY: 200.00 KWAC
ANNUAL PRODUCTION: 331.9 MWH
DAS ID: 151–0310 PV

M.M. GENERALI ELEMENTARY SCHOOL
DC CAPACITY: 155.10 KWP
AC CAPACITY: 120.00 KWAC
ANNUAL PRODUCTION: 186.7 MWH
DAS ID: 151–0311 PV

SPRAGUE ELEMENTARY SCHOOL
DC CAPACITY: 149.60 KWP
AC CAPACITY: 120.00 KWAC
ANNUAL PRODUCTION: 184.3 MWH
DAS ID: 151–0312 PV

B.W. TINKER ELEMENTARY SCHOOL
DC CAPACITY: 139.15 KWP
AC CAPACITY: 100.00 KWAC
ANNUAL PRODUCTION: 167.2 MWH
DAS ID: 151–0313 PV

WEST SIDE MIDDLE SCHOOL
DC CAPACITY: 289.30 KWP
AC CAPACITY: 200.00 KWAC
ANNUAL PRODUCTION: 341.3 MWH
DAS ID: 151–0314 PV

NOT FOR CONSTRUCTION

*EQUIPMENT SPECIFICATION SUBJECT TO CHANGE

Date	Revision/Issue	D.B.
	Version 1	
	Version 2	

WATERBURY SCHOOLS

ROOF MOUNTED PV SYSTEM

ELECTRICAL SPECIFICATIONS

Project WATERBURY SCHOOLS	Sheet EX-7
Date 08/28/2025	
Scale AS NOTED	

Exhibit 7:

Wendell Cross Snow Guard Data Sheet

Cut Sheet - PD30R

1. Installation to be completed in accordance with manufacturer's written specifications and installation instructions.
2. See spec sheet or contact manufacturer for detailed material, finishes, and configuration options.
3. Contact manufacturer for detailed layout.
4. Do not scale drawings.
5. Subject to change without notice.
6. For patent information, visit our Patent Page.

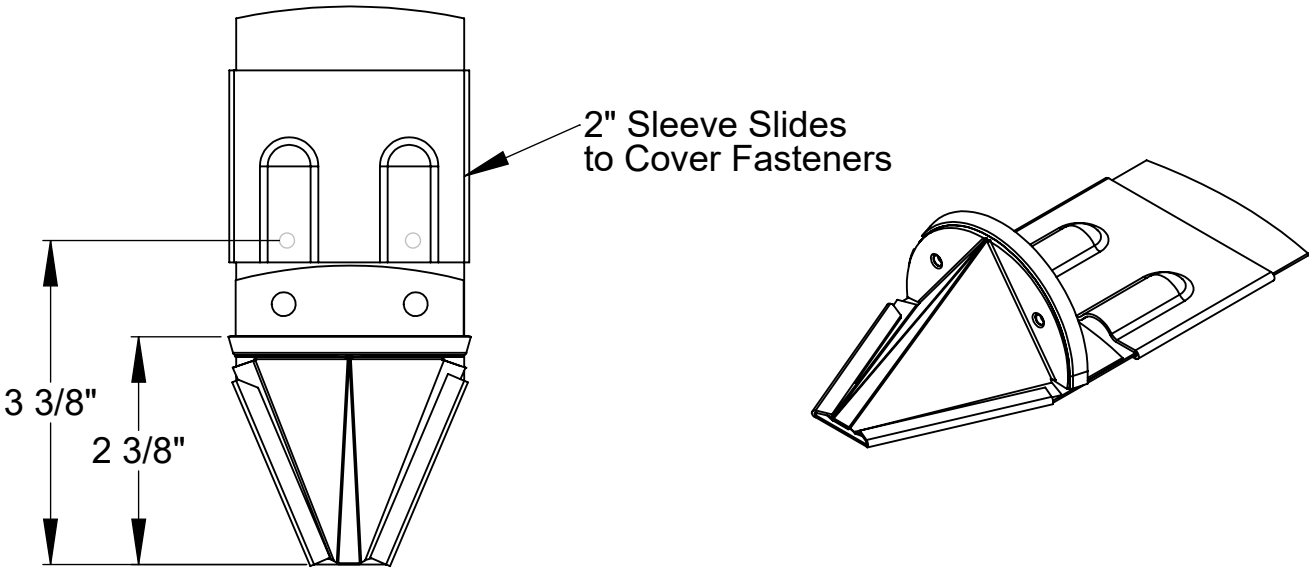
Available Materials

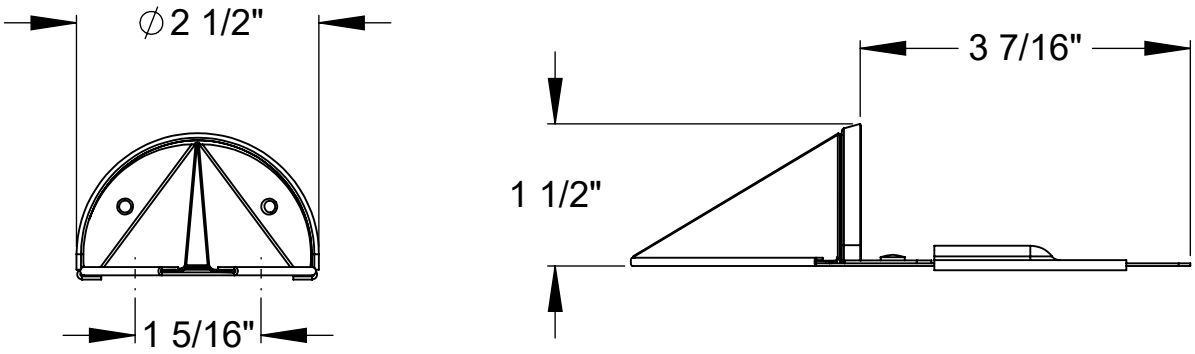
- ☐ Aluminum
- ☐ Copper

*Some materials may have a 3rd button connecting cap and gusset to strap

Available Finishes

- ☐ Mill Finish (Standard)
- ☐ Pre-Painted Aluminum
  (Firestone UnaClad Kynar Color:_____)





ALPINE SNOWGUARDS®

289 Harrel Street
Morrisville, VT 05661
Phone: 1.888.766.4273
Fax: 1.888.766.9994
Email: Info@alpinesnowguards.com

Scale: 1:2 | 2/22/2024

Exhibit 8:

Wendell Cross Snow Guard Photo



Exhibit 9:

Exhibit 9.1 - Wendell Cross roof warranty
Exhibit 9.2 - Generali roof warranty
Exhibit 9.3 - Sprague roof warranty
Exhibit 9.4 - Tinker roof warranty
Exhibit 9.5 - West Side roof warranty

Exhibit 9.1 - Wendell Cross roof warranty

YOUNG DEVELOPERS, LLC

9 Hamden Park Drive
Hamden, CT 06514

LIMITED LABOR WARRANTY

This warranty is issued to the owner of the building/ school located at the address below. Young Developers, LLC, warrants all workmanship furnished and installed by against defects of workmanship for a period of Two (2) Years from the date of completion thereof, excluding leaks caused by sheathing nails installed by others, work performed by others, acts of God, (hail, ice dams, high winds, tornadoes, lightning etc.), or accidents in which Young Developers, LLC, has no control.

If a problem ever occurs, the property owner shall promptly notify Young Developers, LLC. In the event that the problem is due to workmanship or defective materials, Young Developers, LLC will rectify the situation at no charge to the property owner for the duration of this warranty. However, should repairs be necessary which are not the results of defects in workmanship or materials provided by Young Developers, LLC, reasonable charges will be incurred for such repair and/ or inspections.

This warranty is limited to defective workmanship and materials provided by Young Developers, LLC and shall not apply to any other defects in the roof, including but not limited to those caused by improper construction of the structure or base upon which the roof is laid, such as warped sheathing boards, cracking or undue expansion of the roof deck or building. Nothing in this warranty shall be construed to cover any damages to the structure or contents thereof, past or present mold and or abatement, after completion of the roof. Young Developers, LLC shall have no obligation to perform any work or services under this warranty until the work and materials covered hereby are paid in full.

After completion of the roof, no HVAC equipment, radio or television aerials, satellite dishes, framework or signs, water towers, sprinkler systems, vents, skylights, lighting, electrical conduit, electrical wiring, solar & heating units, additions or any other type of roof penetration shall be installed thereon unless Young Developers, LLC is first notified of such installation and be given the opportunity to make and charge for proper sealing to roof surface after such installation in order for the warranty to stay in place. Should one or any combination herein stated be performed prior to notifying, Young Developers, LLC shall have no obligation to perform any work or services under this warranty.

OWNER: City of Waterbury – Wendell Cross Elementary School

ADDRESS: 1255 Hamilton Ave. Waterbury, CT 06706

WORK COVERED: 07 31 13-Asphalt Shingles, 07 53 23-EPMS Roofing, 07 54 23-TPO Roofing, 07 62 00-Sheet Metal Flashing & Trim, 07 71 00-Roof Specialties, 07 72 53-Snow Guards

DATE COMPLETED: 7/30/21

WARRANTY EXPIRATION DATE: 7/30/23

Robert Rejmin

Executed By Robert Rejmin, Member of Young Developers

GAF Golden Pledge® Limited Warranty

The Legal Stuff

What Is Covered/Excluded. This *Golden Pledge® Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, and GAF-labeled Ultimate Pipe Flashing® with EasySleeve® (manufactured by Lifetime Tool® & Building Products LLC) in the unlikely event that they contain a manufacturing defect. Misapplication of your GAF Products and flashings at valleys, dormers, chimneys, and plumbing vents (the "Covered Flashings") is also covered. Note: This limited warranty does not cover low-slope membranes, Master Flow® Ventilation Products, or GAF ThermoCal® Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
Designer Lifetime Shingles Timberline® UHD Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	30 Years
LayerLock-labeled Shingles	Lifetime*	50 Years	15 Years	**WindProven™ Limited Wind Warranty****: No maximum wind speed. For all other installations: With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	25 Years
All Other Timberline® Lifetime Shingles	Lifetime*	50 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year	25 Years
Marquis WeatherMax®	30 Years	20 Years	15 Years	80/130	StainGuard®: 10 Years	StainGuard®: 1 Year	20 Years
Royal Sovereign®	25 Years	20 Years	15 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year	20 Years

GAF Ridge Cap Shingles	Manufacturing Defect Coverage	Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage*****
		Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
TimberTex®	**Limited Warranty Term** and **Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard®: 10 Years	StainGuard®: 1 Year	**Misapplication Coverage Term** for GAF Ridge Cap Shingles lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.
Ridglass®, TimberCrest®	**Limited Warranty Term and Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	No coverage.	No coverage.	**Misapplication Coverage Term** for GAF Ridge Cap Shingles lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.
Seal-A-Ridge®, Seal-A-Ridge® AS	**Limited Warranty Term and Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	15 Years	90/144	StainGuard®: 10 Years	StainGuard®: 1 Year	**Misapplication Coverage Term** for GAF Ridge Cap Shingles lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.
Z® Ridge	**Limited Warranty Term and Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	15 Years	With Special Installation***: 90/144 Without Special Installation***: 70/112	No coverage.	No coverage.	**Misapplication Coverage Term** for GAF Ridge Cap Shingles lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.

Other GAF Accessories	Manufacturing Defect Coverage	Wind Warranty Coverage	Algae Warranty Coverage	Misapplication Coverage*****
GAF Starter Strip Shingles GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products	**Limited Warranty Term and Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage.	No coverage.	**Misapplication Coverage Term** for GAF Ridge Cap Shingles lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.

*Definition of Lifetime: The word "Lifetime" means as long as you, the original owner(s) (or the second owner(s) if coverage was properly transferred within the first 20 years), own the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles and accessories installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 25 years. See *Golden Pledge Limited Warranty for Commercial and Multi-Family Properties* for complete coverage and restrictions.

**Smart Choice® Protection Period: refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

***Special Installation: Your GAF LayerLock-labeled shingles will be covered up to the maximum wind speed above ONLY if installed using 4 nails per shingle and you have GAF Starter Strip Products installed at the eaves and rakes. Special installation for all other GAF Shingles requires use of 6 nails per shingle and GAF Starter Strip Products installed at the eaves and rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above ONLY if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

****WindProven™ Limited Wind Warranty requires installation of LayerLock-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.

*****Misapplication Coverage: Misapplication Coverage Terms listed above pertain to GAF Shingles and Accessories installed on single-family detached residences owned by individual(s). For other types of owners or buildings, coverage lasts for 25 years. See *Golden Pledge Limited Warranty for Commercial and Multi-Family Properties* for complete coverage and restrictions.

Continued on next page

GAF Golden Pledge® Limited Warranty

continued from previous page

Who Is Covered By This Limited Warranty; Transferability
You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **one year** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole And Exclusive Remedy
GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. **Note:** Wind Warranty and Algae Warranty are covered separately below.

(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashings other than Covered Flashings), and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The costs of labor to tear off some or all of your GAF Products and disposal are included if necessary to repair your roof.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond will be 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

WindProven™ Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy
This limited warranty is **specifically conditioned** on your meeting all eligibility requirements, including installation of **LayerLock-labeled** shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your **LayerLock-labeled** shingles being fastened and installed **strictly** in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your **LayerLock-labeled** shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your **LayerLock-labeled** shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. If your **LayerLock-labeled** shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the **LayerLock-labeled** shingles on your roof.

Wind Warranty: What Is Covered/Sole And Exclusive Remedy
GAF warrants to you that your GAF shingles and ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect or their misapplication. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off shingles or damaged shingles or ridge cap shingles and head-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings (other than Covered Flashings) are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

Algae Warranty: What Is Covered/Sole And Exclusive Remedy
This limited warranty applies only to shingles and ridge cap shingles sold in packages bearing the **StainGuard Plus™** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus™**- or **StainGuard®-labeled** shingles or ridge cap shingles for the warranty term listed above. If your **StainGuard Plus™-labeled shingles** or your **StainGuard®-labeled** shingles or ridge cap shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's sole option, replacing discolored shingles or ridge cap shingles. The **maximum** cost to GAF shall be lesser of the original cost of the affected shingles or ridge cap shingles or the cost to clean the affected shingles or ridge cap shingles. During the **remainder** of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

Misapplication: What Is Covered/Sole And Exclusive Remedy
If any of your GAF Products or Covered Flashings is found to have an application error that adversely affects performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement GAF product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Products and Covered Flashings and disposal are included if necessary to repair your roof.

If your claim arises out of an application error in your GAF Products or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite® Roofing Contractor to make all necessary repairs. In the event that GAF determines your Master Elite® Roofing Contractor is unable or unwilling to perform these repairs, GAF will arrange to have your roof repaired if the issues were caused by application errors within the scope of GAF liability under this limited warranty.

NOTE: Failure to install adequate ventilation is **NOT** an application error of your GAF Products and is not covered under this Limited Warranty. Due to the design of certain buildings, the replacement of existing flashings may be difficult, costly, or impractical. Please be sure to review these items with your roofing contractor.

What Is Not Covered
Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

(1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, their misapplication, or the misapplication of Covered Flashings, such as:
  (a) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
  (b) inadequate ventilation.

(2) Damage resulting from causes beyond normal wear and tear, such as:
  (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
  (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
  (c) improper storage or handling of the GAF Products.

(3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier, its misapplication, or the misapplication of Covered Flashings.

(4) Shading or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard Plus™ or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.

(5) Damage caused by, or the cost to repair or replace, products not sold by GAF, including but not limited to metal work and counterflashing.

(6) Improperly designed or installed gutter or downspout systems.

(7) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

(8) Damage to or caused by rooftop air conditioning units (and their flashing), pipe works, brace works, skylights, rooftop satellite dishes or other radio/TV devices, counterflashing, or flashings other than those specifically included above.

Other Limitations Concerning Coverage
Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

Claims: What You Must Do
You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an e-mail to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or homebuilder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole And Exclusive Warranty
THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

The United Nations Convention on Contracts for the International Sale of Goods shall **NOT** apply either to the sale of the GAF Products or to this limited warranty.

Modification Of Warranty
This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products and Covered Flashings except as described in this limited warranty.

Effectiveness
This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

Enhanced Limited Warranty
Registration Information

City of Waterbury
9 Hamden Park Dr
Hamden, CT 06517

11/09/21

Subject: Your GAF Golden Pledge Limited Warranty

Thank you for choosing the GAF Golden Pledge Limited Warranty! You can be certain that youve made the best choice to protect your valuable property for years to come.

Young Developers LLC, your GAF Master Elite Contractor, has registered your GAF Golden Pledge Limited Warranty with GAF World Headquarters. We believe your GAF Golden Pledge Limited Warranty should give you tremendous peace of mind, as its the very best way to protect the roof that protects your home. Please keep this document in a safe place, as you will need it in the unlikely event that you need to make a claim, or if you should sell your property.

For single-family homes, GAF conducts selective inspections to ensure your roof was installed properly with the correct products. For non-single-family homes (such as commercial buildings, multifamily homes, and condo associations), GAF will arrange to have a Certified Field Services Representative perform an inspection on your completed roof. If your property is going to be inspected, youll be notified by phone prior to the Field Services Representatives arrival. You do not need to be present at the inspection, as all activities are conducted outside your property.

Please feel free to contact us if you have any questions. Again, thank you very much for choosing GAF, the best choice in roofing!

Sincerely,
Certified Contractor Services

GAF Enhanced Limited Warranty Registration Information

Warranty: Golden Pledge

Installation Date: 09/15/21

Installed: Steep Slope 580 Squares
Property: Wendell Cross Elementary School
Address: 1255 Hamilton Avenue
Waterbury, CT 06706

Contractor: Young Developers LLC
Address: 9 Hamden Park Dr
Hamden, CT 06517
Phone: 203-859-5320

Products Covered:
WeatherWatch
WeatherBlocker
Cobra SnowCountry
Non-StainGuard
Timberline HDZ
Seal-A-Ridge

4091574

Warranty Registration #

©2020 GAF 1/20

We protect what matters most™

Exhibit 9.2 - Generali roof warranty

Warranty No: 22-0846-US Effective Date: 12/14/2022

The Garland Company, Inc.®

Twenty-Five (25) Year High-Performance Edge-to-Edge Roof System No Dollar Limit (NDL) Warranty

Owner Name: Waterbury Public Schools
Address: 261 Main Street
City: Cromwell State/Zip: CT 06416
Building Name: Margaret M Generali Elementary School
Roof ID: Entire Roof

Contractor Name: The Imperial Co., Inc.
Address: 261 Main Street
City: Cromwell State/Zip: CT 06416-2302
Products: StressPly E FR Mineral
Square Footage: 38,000

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system, including all Garland metal components, will not leak due to manufacturing defects or defective workmanship by the above-named Contractor. Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials or workmanship that occur during a period of twenty-five (25) years, from the completion date, subject to the terms of this Warranty. In the event repairs to correct leaks caused by defective materials or workmanship require removal and replacement of the roof system in recover applications, Owner will be responsible for all costs associated with the removal and replacement of the original roof system.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roofing system, and payment of a transfer fee. This Warranty excludes the following:

A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
D. Damage to the roofing system resulting from:
   1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas not associated with Garland metal components.
   2. Ponding water, defined as standing water 48 hours after rainfall.
   3. Chemical contaminate attacks on the roofing system.
   4. Defects in engineering or building design or construction.
   5. Traffic or storage of materials on the roof.
   6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
   (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
   (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
   1. Changes in the usage of the building.
   2. Modifications or additions to the roofing system.
I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's sole responsibility under this Warranty is for the costs associated with repairs of leaks caused by defective materials or workmanship set forth above. Garland is not be responsible for the removal or replacement of any roof top equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the roof leak is the direct result of defective materials or workmanship, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions outline in this Warranty.

By: The Garland Company, Inc.
Signed By: Joe Orlando
Date: 1/5/2023

Owner: _____
Signed By: _____
Date: _____

Exhibit 9.3 - Sprague roof warranty

Ruberoid® /GAFGLAS® Diamond Pledge™ NDL Roof Guarantee

Waterbury Board of Education	G2024-0003250-001-001
OWNER OF BUILDING	GUARANTEE NUMBER
Sprague Elementary School	30
NAME OF BUILDING	PERIOD OF COVERAGE
1443 Thomaston Avenue Waterbury CT USA 06704	9/24/2024
ADDRESS OF BUILDING	DATE OF COMPLETION
285	9/24/2054
AREA OF ROOF (SQUARES)	GUARANTEE EXPIRATION DATE
Silktown Roofing Inc	I0220MGPFRCA
APPLIED BY	ROOF SPECIFICATION

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor of record that were designed and installed in accordance with an appropriate ES-1 certified edge detail (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® and uncoated M-Curb™ flashings are covered by this guarantee **ONLY** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** either online at leakreporting.gaf.com, by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of $500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

A. You must perform regular inspections and maintenance and keep records of this work.
B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond the control of GAF)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-877-GAF-ROOF) or the failure to repair owner responsibility items.
2. Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered by an addendum to this guarantee.
3. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
4. Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; (g) use of materials that are incompatible with the GAF Roofing Materials; or (h) architectural, engineering, or design defects or flaws.
5. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF published application instructions.
6. Blisters in the GAF Roofing Materials that have not resulted in leaks unless (a) the blister is between the base sheet and insulation and a Stratavent® Venting Base Sheet is installed directly over isocyanurate insulation, or (b) the blister is in a seam and may affect the watertight integrity of the GAF Roofing Materials.
7. Changes in the use of the building or any repairs, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless prior written approval is obtained from GAF.
8. Conditions that prevent positive drainage or result from ponding water.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof), by GAF shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of $500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

By: _____ 10/16/2024 17:15:15
Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

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We protect what matters most™

Exhibit 9.4 - Tinker roof warranty

Ruberoid® /GAFGLAS® Diamond Pledge™ NDL Roof Guarantee

Waterbury Board of Education	G2024-0003246-001-001
OWNER OF BUILDING	GUARANTEE NUMBER
Tinker Elementary School	30
NAME OF BUILDING	PERIOD OF COVERAGE
809 Highland Avenue Waterbury CT USA 06708	9/24/2024
ADDRESS OF BUILDING	DATE OF COMPLETION
300	9/24/2054
AREA OF ROOF (SQUARES)	GUARANTEE EXPIRATION DATE
Silktown Roofing Inc	I0220MGPFRCA
APPLIED BY	ROOF SPECIFICATION

THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF guarantees to you, the owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid-applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories, and metal flashings used by the contractor of record that were designed and installed in accordance with an appropriate ES-1 certified edge detail (the "GAF Roofing Materials") resulting from a manufacturing defect, ordinary wear and tear, or workmanship in applying the GAF Roofing Materials. There is no dollar limit on covered repairs. Leaks caused by any non-GAF materials, such as the roof deck or non-GAF insulation, are not covered.

GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuco® and uncoated M-Curb™ flashings are covered by this guarantee **ONLY** for the first ten years.

OWNER RESPONSIBILITIES

Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you **MUST** make sure that GAF is notified directly about the leak, in writing, within **30 days** either online at leakreporting.gaf.com, by email at guaranteeleak@gaf.com, or by postal mail to GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is **NOT** an agent of GAF; notice to the roofing contractor is **NOT** notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of $500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

Preventative Maintenance and Repairs

A. You must perform regular inspections and maintenance and keep records of this work.
B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials. Any such repairs must be performed by a GAF-certified roofing contractor. Failure to make timely repairs may jeopardize guarantee coverage.
C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.
D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond the control of GAF)

This guarantee does **NOT** cover conditions other than leaks. This guarantee also does **NOT** cover leaks caused by any of the following:

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-877-GAF-ROOF) or the failure to repair owner responsibility items.
2. Unusual weather conditions or natural disasters including, but not limited to, winds in excess of 55 miles per hour, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered by an addendum to this guarantee.
3. Impact of foreign objects or physical damage caused by any intentional or negligent acts, accidents, misuse, abuse, or the like.
4. Damage to the roof constructed of the GAF Roofing Materials due to: (a) movement, cracking, or other failure of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) condensation or infiltration of moisture through or around the walls, copings, building structure, or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; (e) the failure of wood nailers to remain attached to the structure; (f) moisture migration from the building interior or any building component other than the GAF Roofing Materials; (g) use of materials that are incompatible with the GAF Roofing Materials; or (h) architectural, engineering, or design defects or flaws.
5. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF published application instructions.
6. Blisters in the GAF Roofing Materials that have not resulted in leaks unless (a) the blister is between the base sheet and insulation and a Stratavent® Venting Base Sheet is installed directly over isocyanurate insulation, or (b) the blister is in a seam and may affect the watertight integrity of the GAF Roofing Materials.
7. Changes in the use of the building or any repairs, installation of any overburden, modifications, or additions to the GAF Roofing Materials after the roof is completed, unless prior written approval is obtained from GAF.
8. Conditions that prevent positive drainage or result from ponding water.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this guarantee, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof), by GAF shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this guarantee.

This guarantee MAY BE SUSPENDED OR CANCELLED IF THE ROOF IS DAMAGED BY any cause listed above as AN EXCLUSION FROM COVERAGE that may affect the integrity or watertightness of the roof.

TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of $500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this guarantee shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful, or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

NOTE: GAF shall have no obligation under this guarantee unless and until all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the guarantee charge has been paid to GAF.

By: _____ 12/3/2024 19:08:45

Authorized Signature

GAF
1 CAMPUS DRIVE
PARSIPPANY, NJ 07054

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We protect what matters most™

Exhibit 9.5 - West Side roof warranty

FIRESTONE WARRANTY CONTRACT SUMMARY

Warranty No: 700333310
Project No: 2818925
Start Date: 08/22/2017

Building Identification: West Side Middle School
Building Address: 483 Chase Pkwy, Waterbury, CT 06708-3352
Building Owner: CITY OF WATERBURY
Roofing Contractor: SILKTOWN ROOFING INC, 40001042

ROOF-EPDM

Firestone Platinum - EPDM - 30 Year - 55 mph	**Square Footage: 46,900**
Firestone Platinum - EPDM - 30 Year - 55 mph	**Square Footage: 22,700**

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

1002.001.2015

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FIRESTONE WARRANTY
GENERAL TERMS, CONDITIONS AND LIMITATIONS

Warranty No: 700333310
Project No: 2818925
Start Date: 08/22/2017

Building Identification: West Side Middle School
Building Address: 483 Chase Pkwy, Waterbury, CT 06708-3352
Building Owner: CITY OF WATERBURY
Roofing Contractor: SILKTOWN ROOFING INC, 40001042

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at http://firestonebpco.com/ in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Failure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials; or Failure to correct all installation deficiencies listed in any Firestone inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone approval.

Access. During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

Disputes. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty or relating to any material supplied or specifically required by Firestone shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its rules on conflict of laws.

Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

200 4th Avenue South, Nashville, TN 37201
1-800-428-4442
www.firestonebpco.com

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FIRESTONE PLATINUM ROOF SYSTEM LIMITED WARRANTY

Warranty No: 700333310
Project No: 2818925
Start Date: 08/22/2017

Building Identification: West Side Middle School
Building Address: 483 Chase Pkwy, Waterbury, CT 06708-3352
Building Owner: CITY OF WATERBURY
Roofing Contractor: SILKTOWN ROOFING INC, 40001042

ROOF-EPDM

Firestone Platinum - EPDM - 30 Year - 55 mph	**Square Footage: 46,900**
Firestone Platinum - EPDM - 30 Year - 55 mph	**Square Footage: 22,700**

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand material due to normal weathering or any manufacturing or workmanship defect in the membrane within the scope of this warranty during the period specified above.

TERMS, CONDITIONS AND LIMITATIONS

Products Covered. The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.
Notice. In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.
Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.
Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by:
Hail
Winds of peak gust speed at or in excess of 55 mph calculated at ten(10) meters above ground using available meteorological data: (All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements);
Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.
Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or,
Failure to give proper notice as set forth in paragraph above.
Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.
Alteration. Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By: Ben George

Authorized Signature: Ben George

Title: Manager, Technical Building Solutions

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

1004.001.2015

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Exhibit 10:

Exhibit 10.1 - Wendell Cross SCG-3022
Exhibit 10.2 - Generali SCG-3022
Exhibit 10.3 - Sprague SCG-3022
Exhibit 10.4 - Tinker SCG-3022
Exhibit 10.5 - West Side SCG-3022

Local Education Agency Waterbury Public Schools	State Project No. 151-0310 PV	Phase 1
School Wendell L. Cross Elementary School	Architect	Date 8/26/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use “None”, “NPS” (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ✓ Accepted ⚪ Open Item

		Drawings	Specifications	Remarks	Status
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent’s letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels 1.				

	d. Power connection identification				
06.	Code **Compliance Certification** required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0311 PV	Phase 1
School M.M Generali Elementary School	Architect	Date 8/26/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use “None”, “NPS” (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ✓ Accepted ⚪ Open Item

		Drawings	Specifications	Remarks	Status
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent’s letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels 1.				

	d. Power connection identification				
06.	Code **Compliance Certification** required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0312 PV	Phase 1
School Sprague Elementary School	Architect	Date 8/27/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use “None”, “NPS” (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ✓ Accepted ⚪ Open Item

		Drawings	Specifications	Remarks	Status
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent’s letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels 1.				

	d. Power connection identification				
06.	Code **Compliance Certification** required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0313 PV	Phase 1
School B.W Tinker Elementary School	Architect	Date 8/27/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use “None”, “NPS” (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ✓ Accepted ⚪ Open Item

		Drawings	Specifications	Remarks	Status
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent’s letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels 1.				

	d. Power connection identification				
06.	Code **Compliance Certification** required				
07.	Utility company agreements/rebates/payments				

Local Education Agency Waterbury Public Schools	State Project No. 151-0314 PV	Phase 1
School West Side Middle School	Architect	Date 8/27/2025

DAS - OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) PLAN REVIEW CHECKLIST

PHOTOVOLTAIC INSTALLATION PROJECT

FORM SCG-3022

- Do not use Not Applicable (N/A). Use “None”, “NPS” (Not in Project Scope), or explain condition.
- Submit completed **Pre-Bid Conformance Review (PCR) Checklist** with this completed form.
- Roof replacement (RR) and Photovoltaic (PV) projects can be combined into a single, non-priority list project.
- Status column (by SCG staff): ✓ Accepted ⚪ Open Item

		Drawings	Specifications	Remarks	Status
01.	Indication of PV system in original Ed Specs				
02.	FORM SCG-9010 Superintendent’s letter acknowledging responsibility for vandalism				
03.	Roof-mounted PV system:				
	a. Age of roof (existing or new)				
	b. Copy of warranty on existing roof				
	c. Warranty holder certification: Installation of PV system has no negative impact on existing roof warranty				
	d. Structural analysis of roof (existing or new):				
	1. PV system dead load				
	2. Snow drift load – calculated with PV system installed				
	3. Wind uplift on PV system				
	e. Dunnage:				
	1. Details of structure and roof				
	2. Walkway pads				
	f. Ballasted system:				
	1. Drainage pattern design compatibility				
	2. Walkway pads				
04.	Ground-mounted PV system:				
	a. Property must be owned by school no town-owned or leased property				
	b. Site plan				
	c. Extent of site disturbance / site activities				
	d. Fencing shown – fencing is required for ground-mounted PV installations				
	e. Contractor staging area				
05.	Specifications:				
	a. Location of inverter				
	b. Rapid shut-down requirement				
	c. Warning labels 1.				

	d. Power connection identification				
06.	Code **Compliance Certification** required				
07.	Utility company agreements/rebates/payments				

Exhibit 11:

Exhibit 11.1 - Wendell Cross SCG-3034
Exhibit 11.2 - Generali SCG-3034
Exhibit 11.3 - Sprague SCG-3034
Exhibit 11.4 - Tinker SCG-3034
Exhibit 11.5 - West Side SCG-3034

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION

FORM SCG-3034

LEA	State Project No.	Facility
Waterbury Public Schools	151-0310 PV	Wendell L. Cross Elementary School

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **ceilings systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for structural and seismic loads, when required, have been incorporated in the design of the new or altered **structural systems** or existing structural systems affected by new loads.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **mechanical systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing** and **fire protection systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems** and **data network infrastructure systems**.

Architect/Engineer: _____ Date: _____

Exhibit 11.2 - Generali SCG-3034

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION

FORM SCG-3034

Signature

(Print name): _____ Professional Seal:

LEA	State Project No.	Facility
Waterbury Public Schools	151-0311 PV	M.M Generali Elementary School

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **ceilings systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for structural and seismic loads, when required, have been incorporated in the design of the new or altered **structural systems** or existing structural systems affected by new loads.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **mechanical systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing** and **fire protection systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION

FORM SCG-3034

for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems** and **data network infrastructure systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

LEA	State Project No.	Facility
Waterbury Public Schools	151-0312 PV	Sprague Elementary School

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **ceilings systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for structural and seismic loads, when required, have been incorporated in the design of the new or altered **structural systems** or existing structural systems affected by new loads.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **mechanical systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing** and **fire protection systems**.

Architect/Engineer: _____ Date: _____
Signature

Exhibit 11.4 - Tinker SCG-3034

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION

FORM SCG-3034

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems** and **data network infrastructure systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

LEA	State Project No.	Facility
Waterbury Public Schools	151-0313 PV	B.W Tinker Elementary School

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **ceilings systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for structural and seismic loads, when required, have been incorporated in the design of the new or altered **structural systems** or existing structural systems affected by new loads.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **mechanical systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing** and **fire**

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION

FORM SCG-3034

protection systems.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems** and **data network infrastructure systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

LEA	State Project No.	Facility
Waterbury Public Schools	151-0314 PV	West Side Middle School

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **ceilings systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for structural and seismic loads, when required, have been incorporated in the design of the new or altered **structural systems** or existing structural systems affected by new loads.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **mechanical systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R)

SEISMIC DESIGN CERTIFICATION

FORM SCG-3034

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **plumbing** and **fire protection systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

I, the undersigned, certify for the above noted project, the current Connecticut State Building Code requirements for seismic loads, when required, have been incorporated in the design of the new or altered **electrical systems** and **data network infrastructure systems**.

Architect/Engineer: _____ Date: _____
Signature

(Print name): _____ Professional Seal:

Exhibit 12:

Exhibit 12.1 - Wendell Cross SCG-042
Exhibit 12.2 - Generali SCG-042
Exhibit 12.3 - Sprague SCG-042
Exhibit 12.4 - Tinker SCG-042
Exhibit 12.5 - West Side SCG-042

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	Wendell L. Cross Elementary School 1255 Hamilton Ave, Waterbury, CT 06706	151-0310 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

*** NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	/ /	/ /
School Building Committee	/ /	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date**

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date**

**** Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.
CSW Energy		(845) 551-7881

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0310 PV

Project Name: Wendell L. Cross Elementary School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	4/10/2025

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

_____ _____ _____

Local Building Official's Name Signature Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

_____ _____ _____

Local Fire Marshal's Name Signature Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

_____ _____ _____

Local Health Official's Name Signature Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

_____ _____ _____

Local Federal 504 Official's Name Signature Date

NOTES: 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	M.M Generali Elementary School 3196 E Main St, Waterbury, CT 06705	151-0311 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

*** NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	/ /	/ /
School Building Committee	/ /	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date**

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date**

**** Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

N: Website migration\SCG-042 Request for review of plans
FORM SCG-042 Rev. 7/20/17 KD

FORM SCG-042 Request for Review of Final Plans

State Project No. _____

Project Name: _____

Name of Contact Person:	Telephone:	Date:

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

_____ _____ _____

Local Building Official's Name Signature Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

_____ _____ _____

Local Fire Marshal's Name Signature Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

_____ _____ _____

Local Health Official's Name Signature Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

_____ _____ _____

Local Federal 504 Official's Name Signature Date

NOTES: 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 12.3 - Sprague SCG-042

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	Sprague Elementary School 1443 Thomaston Ave, Waterbury, CT 06704	151-0312 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

*** NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	/ /	/ /
School Building Committee	/ /	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date**

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date**

**** Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.
CSW Energy		(845) 551-7881

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0312 PV

Project Name: Sprague Elementary School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	4/9/2025

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

_____ _____ _____

Local Building Official's Name Signature Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

_____ _____ _____

Local Fire Marshal's Name Signature Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

_____ _____ _____

Local Health Official's Name Signature Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

_____ _____ _____

Local Federal 504 Official's Name Signature Date

NOTES: 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 12.4 - Tinker SCG-042

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	Tinker Elementary School 809 Highland Ave, Waterbury, CT 06708	151-0313 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

*** NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	/ /	/ /
School Building Committee	/ /	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date**

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date**

**** Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.
CSW Energy		(845) 551-7881

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0313 PV

Project Name: Tinker Elementary School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	4/9/2025

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

Local Building Official's Name	Signature	Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name	Signature	Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

Local Health Official's Name	Signature	Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name	Signature	Date

NOTES: 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 12.5 - West Side SCG-042

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	West Side Middle School 483 Chase Pkwy, Waterbury, CT 06708	151-0314 PV
		PHASE NUMBER: 1

Estimated date* to begin construction _____ Estimated date to complete construction _____

*** NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	/ /	/ /
School Building Committee	/ /	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated _____, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated _____, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date**

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date**

**** Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.
CSW Energy		(845) 551-7881

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0314 PV

Project Name: West Side Middle School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	4/10/2025

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.

_____ _____ _____

Local Building Official's Name Signature Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.

_____ _____ _____

Local Fire Marshal's Name Signature Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.

_____ _____ _____

Local Health Official's Name Signature Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.

_____ _____ _____

Local Federal 504 Official's Name Signature Date

NOTES: 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Exhibit 13:

General Terms and Conditions for all proposals with the City of Waterbury.

[To be inserted]

Exhibit 14:

Exhibit 14.1 - Wendell Cross SCG 4000 ICW
Exhibit 14.2 - Generali SCG 4000 ICW
Exhibit 14.3 - Sprague SCG 4000 ICW
Exhibit 14.4 - Tinker SCG 4000 ICW
Exhibit 14.5 - West Side SCG 4000 ICW

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:	**Waterbury Public Schools**
Facility Name:	**Wendell L. Cross Elementary School**
Temporary State Project Number:	**EstNum000462**
Permanent State Project Number:	**151-0310 PV**

	Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)
	Date:	1/9/2025	8/28/0205			
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01.	Road Construction & Driveway Connections to Roadway	$0	$0	$0	$0	$0
02	Water or Sewer Line Connections (including manholes	$0	$0	$0	$0	$0
03	Other Utilities & Connections	$0	$0	$0	$0	$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	$0	$0	$0	$0	$0
05	Resurfacing Drives, Walks, & Parking Areas	$0	$0	$0	$0	$0
06	Reseeding and Lawn Repairs	$0	$0	$0	$0	$0
07	Site Repairs	$0	$0	$0	$0	$0
08	Site Improvements	$0	$0	$0	$0	$0
09	Shrubs, Trees, Landscaping	$0	$0	$0	$0	$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	$0	$0	$0	$0	$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	$0	$0	$0	$0	$0
12.	Concrete Steps, Walks, and Curbs	$0	$0	$0	$0	$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	$0	$0	$0	$0	$0
14.	Caulking and/or Control Joints	$0	$0	$0	$0	$0
15.	Windows, Glass or Glazing	$0	$0	$0	$0	$0
16.	Louvers	$0	$0	$0	$0	$0
17.	Exterior Doors - include frames and hardware	$0	$0	$0	$0	$0
18.	Repainting of Existing Areas	$0	$0	$0	$0	$0
19.	Carpet Replacement and Floor Refinishing	$0	$0	$0	$0	$0
20.	Finishes	$0	$0	$0	$0	$0
21.	Ceilings	$0	$0	$0	$0	$0
22.	Furniture (also see line 72)	$0	$0	$0	$0	$0
23.	Equipment	$0	$0	$0	$0	$0
24.	Lockers	$0	$0	$0	$0	$0
25.	Moveable Chalkboards/Tackboards/Smartboards	$0	$0	$0	$0	$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	$0	$0	$0	$0	$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	$0	$0	$0	$0	$0
28.	Plumbing Fixtures - except for ADA required	$0	$0	$0	$0	$0
29.	Light Fixture Replacement	$0	$0	$0	$0	$0

30.	Security Systems and Sound and Clock Systems	$0	$0	$0	$0	$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	$0	$0	$0	$0	$0
	Facility Name:	**Wendell L. Cross Elementary School**				
	Permanent State Project Number:	**151-0310 PV**				
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	$0	$0	$0	$0	$0
33.	Repair of Gutters and Leaders - not integral to new ro	$0	$0	$0	$0	$0
34.	Repair of damaged interior materials or surfaces from roof leak	$0	$0	$0	$0	$0
35.	Flashing - not integral to the new roof	$0	$0	$0	$0	$0
36.	Fascia & Soffit Work - not integral to new roof	$0	$0	$0	$0	$0
37.	Coping on Parapets - not integral to new roof	$0	$0	$0	$0	$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	$0	$0	$0	$0	$0
39.	Maintenance and/or Cleaning of Roof Drains	$0	$0	$0	$0	$0
40.	Skylights - refer to statutory requirements	$0	$0	$0	$0	$0
41.	Ladders - unless fixed to structure	$0	$0	$0	$0	$0
42.	Antenna, Canopies, and Cupolas	$0	$0	$0	$0	$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	$0	$0	$0	$0	$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	$0	$0	$0	$0	$0
45.	Athletic Facility Lighting	$0	$0	$0	$0	$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	$0	$0	$0	$0	$0
47.	Artificial Turf	$0	$0	$0	$0	$0
48.	Movable Site Furnishings & Equipment	$0	$0	$0	$0	$0
49.	Computers, Software, Textbooks, Library Books	$0	$0	$0	$0	$0
50.	General Supplies, Media or Other Consumables	$0	$0	$0	$0	$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	$0	$0	$0	$0	$0
52.	Extended Warranties, Maintenance or Service contract	$0	$0	$0	$0	$0
53.	School District and Town Administrative Salaries	$0	$0	$0	$0	$0
54.	State of CT Education Fee on Permits (.26c/$1000)	$267	$267	$0	$0	$0
55.	Permits & Fees	$0	$0	$0	$0	$0
56.	Replacement of stolen, vandalized, or broken items	$0	$0	$0	$0	$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 1-57	$267	$267	$0	$0	$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	$0	$0	$0	$0	$0
59.	Construction Contingencies - may become eligible when reconciled by change order	$0	$0	$0	$0	$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	$0	$0	$0	$0	$0
61.	Owner Contingencies	$0	$0	$0	$0	$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	$0	$0	$0	$0	$0
63.	Interest on Bonds or Bond Anticipation Notes.	$0	$0	$0	$0	$0
64.	Ineligible Costs from CHANGE ORDERS					$0
65.	All costs in excess of Grant Commitment	$0	$0	$0	$0	$0

66.	Legal fees except for site acquisition	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 58-66	$0	$0	$0	$0	$0
	INELIGIBLE COSTS TOTALS (Lines 1-66)	$267	$267	$0	$0	$0
	DISTRICT SIGN-OFF (initial or signature)					
	Date					

Facility Name: Wendell L. Cross Elementary School

Permanent State Project Number: 151-0310 PV

SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement.
Note: DO NOT include these costs in the ineligible cost total above.

67.	Feasibility Study - except for one (1) initial study	$0	$0	$0	$0	$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	$0	$0	$0	$0	$0
69.	Swimming Pools & Natatoriums	$0	$0	$0	$0	$0
70.	Retractable Gym Seating (includes movable bleachers)	$0	$0	$0	$0	$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost ($) of Gym Construction - Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost ($) of Auditorium Construction Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					

*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:	**Waterbury Public Schools**
Facility Name:	**M.M Generali Elementary School**
Temporary State Project Number:	**ESTNum000459**
Permanent State Project Number:	**151-0311 PV**

	Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)
	Date:	1/9/2025	8/28/2025			
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01.	Road Construction & Driveway Connections to Roadway	$0	$0	$0	$0	$0
02	Water or Sewer Line Connections (including manholes	$0	$0	$0	$0	$0
03	Other Utilities & Connections	$0	$0	$0	$0	$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	$0	$0	$0	$0	$0
05	Resurfacing Drives, Walks, & Parking Areas	$0	$0	$0	$0	$0
06	Reseeding and Lawn Repairs	$0	$0	$0	$0	$0
07	Site Repairs	$0	$0	$0	$0	$0
08	Site Improvements	$0	$0	$0	$0	$0
09	Shrubs, Trees, Landscaping	$0	$0	$0	$0	$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	$0	$0	$0	$0	$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	$0	$0	$0	$0	$0
12.	Concrete Steps, Walks, and Curbs	$0	$0	$0	$0	$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	$0	$0	$0	$0	$0
14.	Caulking and/or Control Joints	$0	$0	$0	$0	$0
15.	Windows, Glass or Glazing	$0	$0	$0	$0	$0
16.	Louvers	$0	$0	$0	$0	$0
17.	Exterior Doors - include frames and hardware	$0	$0	$0	$0	$0
18.	Repainting of Existing Areas	$0	$0	$0	$0	$0
19.	Carpet Replacement and Floor Refinishing	$0	$0	$0	$0	$0
20.	Finishes	$0	$0	$0	$0	$0
21.	Ceilings	$0	$0	$0	$0	$0
22.	Furniture (also see line 72)	$0	$0	$0	$0	$0
23.	Equipment	$0	$0	$0	$0	$0
24.	Lockers	$0	$0	$0	$0	$0
25.	Moveable Chalkboards/Tackboards/Smartboards	$0	$0	$0	$0	$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	$0	$0	$0	$0	$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	$0	$0	$0	$0	$0
28.	Plumbing Fixtures - except for ADA required	$0	$0	$0	$0	$0
29.	Light Fixture Replacement	$0	$0	$0	$0	$0

30.	Security Systems and Sound and Clock Systems	$0	$0	$0	$0	$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	$0	$0	$0	$0	$0
	Facility Name:	**M.M Generali Elementary School**				
	Permanent State Project Number:	**151-0311 PV**				
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	$0	$0	$0	$0	$0
33.	Repair of Gutters and Leaders - not integral to new ro	$0	$0	$0	$0	$0
34.	Repair of damaged interior materials or surfaces from roof leak	$0	$0	$0	$0	$0
35.	Flashing - not integral to the new roof	$0	$0	$0	$0	$0
36.	Fascia & Soffit Work - not integral to new roof	$0	$0	$0	$0	$0
37.	Coping on Parapets - not integral to new roof	$0	$0	$0	$0	$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	$0	$0	$0	$0	$0
39.	Maintenance and/or Cleaning of Roof Drains	$0	$0	$0	$0	$0
40.	Skylights - refer to statutory requirements	$0	$0	$0	$0	$0
41.	Ladders - unless fixed to structure	$0	$0	$0	$0	$0
42.	Antenna, Canopies, and Cupolas	$0	$0	$0	$0	$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	$0	$0	$0	$0	$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	$0	$0	$0	$0	$0
45.	Athletic Facility Lighting	$0	$0	$0	$0	$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	$0	$0	$0	$0	$0
47.	Artificial Turf	$0	$0	$0	$0	$0
48.	Movable Site Furnishings & Equipment	$0	$0	$0	$0	$0
49.	Computers, Software, Textbooks, Library Books	$0	$0	$0	$0	$0
50.	General Supplies, Media or Other Consumables	$0	$0	$0	$0	$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	$0	$0	$0	$0	$0
52.	Extended Warranties, Maintenance or Service contract	$0	$0	$0	$0	$0
53.	School District and Town Administrative Salaries	$0	$0	$0	$0	$0
54.	State of CT Education Fee on Permits (.26c/$1000)	$141	$141	$0	$0	$0
55.	Permits & Fees	$0	$0	$0	$0	$0
56.	Replacement of stolen, vandalized, or broken items	$0	$0	$0	$0	$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 1-57	$141	$141	$0	$0	$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	$0	$0	$0	$0	$0
59.	Construction Contingencies - may become eligible when reconciled by change order	$0	$0	$0	$0	$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	$0	$0	$0	$0	$0
61.	Owner Contingencies	$0	$0	$0	$0	$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	$0	$0	$0	$0	$0
63.	Interest on Bonds or Bond Anticipation Notes.	$0	$0	$0	$0	$0
64.	Ineligible Costs from CHANGE ORDERS					$0
65.	All costs in excess of Grant Commitment	$0	$0	$0	$0	$0

66.	Legal fees except for site acquisition	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 58-66	$0	$0	$0	$0	$0
	INELIGIBLE COSTS TOTALS (Lines 1-66)	$141	$141	$0	$0	$0
	DISTRICT SIGN-OFF (initial or signature)					
	Date					

Facility Name: M.M Generali Elementary School

Permanent State Project Number: 151-0311 PV

SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement.
Note: DO NOT include these costs in the ineligible cost total above.

67.	Feasibility Study - except for one (1) initial study	$0	$0	$0	$0	$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	$0	$0	$0	$0	$0
69.	Swimming Pools & Natatoriums	$0	$0	$0	$0	$0
70.	Retractable Gym Seating (includes movable bleachers)	$0	$0	$0	$0	$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost ($) of Gym Construction - Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost ($) of Auditorium Construction Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					

*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:	**Waterbury Public Schools**
Facility Name:	**Sprague Elementary School**
Temporary State Project Number:	**EstNum000460**
Permanent State Project Number:	**151-0312 PV**

	Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)
	Date:	1/9/2025	8/28/2025			
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01.	Road Construction & Driveway Connections to Roadway	$0	$0	$0	$0	$0
02	Water or Sewer Line Connections (including manholes	$0	$0	$0	$0	$0
03	Other Utilities & Connections	$0	$0	$0	$0	$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	$0	$0	$0	$0	$0
05	Resurfacing Drives, Walks, & Parking Areas	$0	$0	$0	$0	$0
06	Reseeding and Lawn Repairs	$0	$0	$0	$0	$0
07	Site Repairs	$0	$0	$0	$0	$0
08	Site Improvements	$0	$0	$0	$0	$0
09	Shrubs, Trees, Landscaping	$0	$0	$0	$0	$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	$0	$0	$0	$0	$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	$0	$0	$0	$0	$0
12.	Concrete Steps, Walks, and Curbs	$0	$0	$0	$0	$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	$0	$0	$0	$0	$0
14.	Caulking and/or Control Joints	$0	$0	$0	$0	$0
15.	Windows, Glass or Glazing	$0	$0	$0	$0	$0
16.	Louvers	$0	$0	$0	$0	$0
17.	Exterior Doors - include frames and hardware	$0	$0	$0	$0	$0
18.	Repainting of Existing Areas	$0	$0	$0	$0	$0
19.	Carpet Replacement and Floor Refinishing	$0	$0	$0	$0	$0
20.	Finishes	$0	$0	$0	$0	$0
21.	Ceilings	$0	$0	$0	$0	$0
22.	Furniture (also see line 72)	$0	$0	$0	$0	$0
23.	Equipment	$0	$0	$0	$0	$0
24.	Lockers	$0	$0	$0	$0	$0
25.	Moveable Chalkboards/Tackboards/Smartboards	$0	$0	$0	$0	$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	$0	$0	$0	$0	$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	$0	$0	$0	$0	$0
28.	Plumbing Fixtures - except for ADA required	$0	$0	$0	$0	$0
29.	Light Fixture Replacement	$0	$0	$0	$0	$0

30.	Security Systems and Sound and Clock Systems	$0	$0	$0	$0	$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	$0	$0	$0	$0	$0
	Facility Name:	**Sprague Elementary School**				
	Permanent State Project Number:	**151-0312 PV**				
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	$0	$0	$0	$0	$0
33.	Repair of Gutters and Leaders - not integral to new ro	$0	$0	$0	$0	$0
34.	Repair of damaged interior materials or surfaces from roof leak	$0	$0	$0	$0	$0
35.	Flashing - not integral to the new roof	$0	$0	$0	$0	$0
36.	Fascia & Soffit Work - not integral to new roof	$0	$0	$0	$0	$0
37.	Coping on Parapets - not integral to new roof	$0	$0	$0	$0	$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	$0	$0	$0	$0	$0
39.	Maintenance and/or Cleaning of Roof Drains	$0	$0	$0	$0	$0
40.	Skylights - refer to statutory requirements	$0	$0	$0	$0	$0
41.	Ladders - unless fixed to structure	$0	$0	$0	$0	$0
42.	Antenna, Canopies, and Cupolas	$0	$0	$0	$0	$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	$0	$0	$0	$0	$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	$0	$0	$0	$0	$0
45.	Athletic Facility Lighting	$0	$0	$0	$0	$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	$0	$0	$0	$0	$0
47.	Artificial Turf	$0	$0	$0	$0	$0
48.	Movable Site Furnishings & Equipment	$0	$0	$0	$0	$0
49.	Computers, Software, Textbooks, Library Books	$0	$0	$0	$0	$0
50.	General Supplies, Media or Other Consumables	$0	$0	$0	$0	$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	$0	$0	$0	$0	$0
52.	Extended Warranties, Maintenance or Service contract	$0	$0	$0	$0	$0
53.	School District and Town Administrative Salaries	$0	$0	$0	$0	$0
54.	State of CT Education Fee on Permits (.26c/$1000)	$136	$136	$0	$0	$0
55.	Permits & Fees	$0	$0	$0	$0	$0
56.	Replacement of stolen, vandalized, or broken items	$0	$0	$0	$0	$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 1-57	$136	$136	$0	$0	$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	$0	$0	$0	$0	$0
59.	Construction Contingencies - may become eligible when reconciled by change order	$0	$0	$0	$0	$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	$0	$0	$0	$0	$0
61.	Owner Contingencies	$0	$0	$0	$0	$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	$0	$0	$0	$0	$0
63.	Interest on Bonds or Bond Anticipation Notes.	$0	$0	$0	$0	$0
64.	Ineligible Costs from CHANGE ORDERS					$0
65.	All costs in excess of Grant Commitment	$0	$0	$0	$0	$0

66.	Legal fees except for site acquisition	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 58-66	$0	$0	$0	$0	$0
	INELIGIBLE COSTS TOTALS (Lines 1-66)	$136	$136	$0	$0	$0
	DISTRICT SIGN-OFF (initial or signature)					
	Date					

Facility Name: Sprague Elementary School

Permanent State Project Number: 151-0312 PV

SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement.
Note: DO NOT include these costs in the ineligible cost total above.

67.	Feasibility Study - except for one (1) initial study	$0	$0	$0	$0	$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	$0	$0	$0	$0	$0
69.	Swimming Pools & Natatoriums	$0	$0	$0	$0	$0
70.	Retractable Gym Seating (includes movable bleachers)	$0	$0	$0	$0	$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost ($) of Gym Construction - Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost ($) of Auditorium Construction Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					

*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:	**Waterbury Public Schools**
Facility Name:	**B.W Tinker Elementary School**
Temporary State Project Number:	**EstNum000461**
Permanent State Project Number:	**151-0313 PV**

	Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)
	Date:	1/9/2025	8/28/2025			
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01.	Road Construction & Driveway Connections to Roadway	$0	$0	$0	$0	$0
02	Water or Sewer Line Connections (including manholes	$0	$0	$0	$0	$0
03	Other Utilities & Connections	$0	$0	$0	$0	$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	$0	$0	$0	$0	$0
05	Resurfacing Drives, Walks, & Parking Areas	$0	$0	$0	$0	$0
06	Reseeding and Lawn Repairs	$0	$0	$0	$0	$0
07	Site Repairs	$0	$0	$0	$0	$0
08	Site Improvements	$0	$0	$0	$0	$0
09	Shrubs, Trees, Landscaping	$0	$0	$0	$0	$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	$0	$0	$0	$0	$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	$0	$0	$0	$0	$0
12.	Concrete Steps, Walks, and Curbs	$0	$0	$0	$0	$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	$0	$0	$0	$0	$0
14.	Caulking and/or Control Joints	$0	$0	$0	$0	$0
15.	Windows, Glass or Glazing	$0	$0	$0	$0	$0
16.	Louvers	$0	$0	$0	$0	$0
17.	Exterior Doors - include frames and hardware	$0	$0	$0	$0	$0
18.	Repainting of Existing Areas	$0	$0	$0	$0	$0
19.	Carpet Replacement and Floor Refinishing	$0	$0	$0	$0	$0
20.	Finishes	$0	$0	$0	$0	$0
21.	Ceilings	$0	$0	$0	$0	$0
22.	Furniture (also see line 72)	$0	$0	$0	$0	$0
23.	Equipment	$0	$0	$0	$0	$0
24.	Lockers	$0	$0	$0	$0	$0
25.	Moveable Chalkboards/Tackboards/Smartboards	$0	$0	$0	$0	$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	$0	$0	$0	$0	$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	$0	$0	$0	$0	$0
28.	Plumbing Fixtures - except for ADA required	$0	$0	$0	$0	$0
29.	Light Fixture Replacement	$0	$0	$0	$0	$0

30.	Security Systems and Sound and Clock Systems	$0	$0	$0	$0	$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	$0	$0	$0	$0	$0
	Facility Name:	**B.W Tinker Elementary School**				
	Permanent State Project Number:	**151-0313 PV**				
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	$0	$0	$0	$0	$0
33.	Repair of Gutters and Leaders - not integral to new ro	$0	$0	$0	$0	$0
34.	Repair of damaged interior materials or surfaces from roof leak	$0	$0	$0	$0	$0
35.	Flashing - not integral to the new roof	$0	$0	$0	$0	$0
36.	Fascia & Soffit Work - not integral to new roof	$0	$0	$0	$0	$0
37.	Coping on Parapets - not integral to new roof	$0	$0	$0	$0	$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	$0	$0	$0	$0	$0
39.	Maintenance and/or Cleaning of Roof Drains	$0	$0	$0	$0	$0
40.	Skylights - refer to statutory requirements	$0	$0	$0	$0	$0
41.	Ladders - unless fixed to structure	$0	$0	$0	$0	$0
42.	Antenna, Canopies, and Cupolas	$0	$0	$0	$0	$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	$0	$0	$0	$0	$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	$0	$0	$0	$0	$0
45.	Athletic Facility Lighting	$0	$0	$0	$0	$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	$0	$0	$0	$0	$0
47.	Artificial Turf	$0	$0	$0	$0	$0
48.	Movable Site Furnishings & Equipment	$0	$0	$0	$0	$0
49.	Computers, Software, Textbooks, Library Books	$0	$0	$0	$0	$0
50.	General Supplies, Media or Other Consumables	$0	$0	$0	$0	$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	$0	$0	$0	$0	$0
52.	Extended Warranties, Maintenance or Service contract	$0	$0	$0	$0	$0
53.	School District and Town Administrative Salaries	$0	$0	$0	$0	$0
54.	State of CT Education Fee on Permits (.26c/$1000)	$127	$127	$0	$0	$0
55.	Permits & Fees	$0	$0	$0	$0	$0
56.	Replacement of stolen, vandalized, or broken items	$0	$0	$0	$0	$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 1-57	$127	$127	$0	$0	$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	$0	$0	$0	$0	$0
59.	Construction Contingencies - may become eligible when reconciled by change order	$0	$0	$0	$0	$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	$0	$0	$0	$0	$0
61.	Owner Contingencies	$0	$0	$0	$0	$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	$0	$0	$0	$0	$0
63.	Interest on Bonds or Bond Anticipation Notes.	$0	$0	$0	$0	$0
64.	Ineligible Costs from CHANGE ORDERS					$0
65.	All costs in excess of Grant Commitment	$0	$0	$0	$0	$0

66.	Legal fees except for site acquisition	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 58-66	$0	$0	$0	$0	$0
	INELIGIBLE COSTS TOTALS (Lines 1-66)	$127	$127	$0	$0	$0
	DISTRICT SIGN-OFF (initial or signature)					
	Date					

Facility Name: B.W Tinker Elementary School

Permanent State Project Number: 151-0313 PV

SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement.
Note: DO NOT include these costs in the ineligible cost total above.

67.	Feasibility Study - except for one (1) initial study	$0	$0	$0	$0	$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	$0	$0	$0	$0	$0
69.	Swimming Pools & Natatoriums	$0	$0	$0	$0	$0
70.	Retractable Gym Seating (includes movable bleachers)	$0	$0	$0	$0	$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost ($) of Gym Construction - Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost ($) of Auditorium Construction Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					

*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

FORM SCG-4000

Ineligible Costs and Limited Eligible Costs Worksheet (ICW)

LEA or RESC:	**Waterbury Public Schools**
Facility Name:	**West Side Middle School**
Temporary State Project Number:	**EstNum000463**
Permanent State Project Number:	**151-0314 PV**

	Item	Initial Estimate	1st Revised Estimate	2nd Revised Estimate	3rd Revised Estimate	Final Costs (actual)
	Date:	1/9/2025	8/28/2025			
SECTION A COSTS: OFF-SITE WORK DONE BEYOND SCHOOL PROPERTY LINE - work beyond property line is ineligible						
01.	Road Construction & Driveway Connections to Roadway	$0	$0	$0	$0	$0
02	Water or Sewer Line Connections (including manholes	$0	$0	$0	$0	$0
03	Other Utilities & Connections	$0	$0	$0	$0	$0
SECTION B COSTS: ASSOCIATED WITH REPAIR, REPLACEMENT and MAINTENANCE WORK - (Not integral to the project scope)						
04	Site Regrading	$0	$0	$0	$0	$0
05	Resurfacing Drives, Walks, & Parking Areas	$0	$0	$0	$0	$0
06	Reseeding and Lawn Repairs	$0	$0	$0	$0	$0
07	Site Repairs	$0	$0	$0	$0	$0
08	Site Improvements	$0	$0	$0	$0	$0
09	Shrubs, Trees, Landscaping	$0	$0	$0	$0	$0
10.	Fencing - Decorative, Ornamental or Fencing other than required at hazardous areas	$0	$0	$0	$0	$0
11.	Toilet Fixtures & Partitions - unless required by code compliance	$0	$0	$0	$0	$0
12.	Concrete Steps, Walks, and Curbs	$0	$0	$0	$0	$0
13.	Masonry or Concrete (also including repoint, clean or waterproof)	$0	$0	$0	$0	$0
14.	Caulking and/or Control Joints	$0	$0	$0	$0	$0
15.	Windows, Glass or Glazing	$0	$0	$0	$0	$0
16.	Louvers	$0	$0	$0	$0	$0
17.	Exterior Doors - include frames and hardware	$0	$0	$0	$0	$0
18.	Repainting of Existing Areas	$0	$0	$0	$0	$0
19.	Carpet Replacement and Floor Refinishing	$0	$0	$0	$0	$0
20.	Finishes	$0	$0	$0	$0	$0
21.	Ceilings	$0	$0	$0	$0	$0
22.	Furniture (also see line 72)	$0	$0	$0	$0	$0
23.	Equipment	$0	$0	$0	$0	$0
24.	Lockers	$0	$0	$0	$0	$0
25.	Moveable Chalkboards/Tackboards/Smartboards	$0	$0	$0	$0	$0
26.	Water Heaters - Repair or Replacement not integral to Project Scope	$0	$0	$0	$0	$0
27.	Boilers, HVAC Systems or Equipment, or Fuel Storage Equipment - Repair, Replacement, or Conversion	$0	$0	$0	$0	$0
28.	Plumbing Fixtures - except for ADA required	$0	$0	$0	$0	$0
29.	Light Fixture Replacement	$0	$0	$0	$0	$0

30.	Security Systems and Sound and Clock Systems	$0	$0	$0	$0	$0
31.	All other Repair, Replacement or Maintenance items not required by code or project scope	$0	$0	$0	$0	$0
	Facility Name:	**West Side Middle School**				
	Permanent State Project Number:	**151-0314 PV**				
SECTION C COSTS: ASSOCIATED WITH ROOF REPLACEMENT WORK						
32.	General Roof Repairs	$0	$0	$0	$0	$0
33.	Repair of Gutters and Leaders - not integral to new ro	$0	$0	$0	$0	$0
34.	Repair of damaged interior materials or surfaces from roof leak	$0	$0	$0	$0	$0
35.	Flashing - not integral to the new roof	$0	$0	$0	$0	$0
36.	Fascia & Soffit Work - not integral to new roof	$0	$0	$0	$0	$0
37.	Coping on Parapets - not integral to new roof	$0	$0	$0	$0	$0
38.	Roof Drains, Hatches, Fans - repair or replacement of existing, not integral to new roof	$0	$0	$0	$0	$0
39.	Maintenance and/or Cleaning of Roof Drains	$0	$0	$0	$0	$0
40.	Skylights - refer to statutory requirements	$0	$0	$0	$0	$0
41.	Ladders - unless fixed to structure	$0	$0	$0	$0	$0
42.	Antenna, Canopies, and Cupolas	$0	$0	$0	$0	$0
SECTION D COSTS: ASSOCIATED WITH WINDOW REPLACEMENT WORK						
43.	Blinds and Shades - regardless of project type	$0	$0	$0	$0	$0
SECTION E COSTS: OTHER INELIGIBLE PROJECT WORK						
44.	Relocation of facilities on site	$0	$0	$0	$0	$0
45.	Athletic Facility Lighting	$0	$0	$0	$0	$0
46.	Parking lots and/or parking spaces - in excess of minimum zoning requirements	$0	$0	$0	$0	$0
47.	Artificial Turf	$0	$0	$0	$0	$0
48.	Movable Site Furnishings & Equipment	$0	$0	$0	$0	$0
49.	Computers, Software, Textbooks, Library Books	$0	$0	$0	$0	$0
50.	General Supplies, Media or Other Consumables	$0	$0	$0	$0	$0
51.	Lease of Facilities (except per CGS Section 10-286(a)(8))	$0	$0	$0	$0	$0
52.	Extended Warranties, Maintenance or Service contract	$0	$0	$0	$0	$0
53.	School District and Town Administrative Salaries	$0	$0	$0	$0	$0
54.	State of CT Education Fee on Permits (.26c/$1000)	$264	$264	$0	$0	$0
55.	Permits & Fees	$0	$0	$0	$0	$0
56.	Replacement of stolen, vandalized, or broken items	$0	$0	$0	$0	$0
57.	Work Outside the Authorized Project Scope (including Town or BOE shared space)	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 1-57	$264	$264	$0	$0	$0
58.	Allowances - total value of all allowances: costs may be eligible when expended by change order	$0	$0	$0	$0	$0
59.	Construction Contingencies - may become eligible when reconciled by change order	$0	$0	$0	$0	$0
60.	Prorated Overhead and Profit for CM and A/E Fees based upon % of ineligible hardcosts	$0	$0	$0	$0	$0
61.	Owner Contingencies	$0	$0	$0	$0	$0
62.	CM and A/E Fees: Percentage-based increase in professional fees due to Change Orders	$0	$0	$0	$0	$0
63.	Interest on Bonds or Bond Anticipation Notes.	$0	$0	$0	$0	$0
64.	Ineligible Costs from CHANGE ORDERS					$0
65.	All costs in excess of Grant Commitment	$0	$0	$0	$0	$0

66.	Legal fees except for site acquisition	$0	$0	$0	$0	$0
	SUB-TOTAL LINES 58-66	$0	$0	$0	$0	$0
	INELIGIBLE COSTS TOTALS (Lines 1-66)	$264	$264	$0	$0	$0
	DISTRICT SIGN-OFF (initial or signature)					
	Date					

Facility Name: West Side Middle School

Permanent State Project Number: 151-0314 PV

SECTION F COSTS: LIMITED ELIGIBILITY - the following items are subject to reduced reimbursement.
Note: DO NOT include these costs in the ineligible cost total above.

67.	Feasibility Study - except for one (1) initial study	$0	$0	$0	$0	$0
68.	Outdoor Athletic Facilities (All OAF construction, including tennis courts, storage sheds, and spectator facilities)	$0	$0	$0	$0	$0
69.	Swimming Pools & Natatoriums	$0	$0	$0	$0	$0
70.	Retractable Gym Seating (includes movable bleachers)	$0	$0	$0	$0	$0
71.	Spectator Seating in a Gymnasium - PERMANENT FIXED (not retractable) Complete lines a) through d) below.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Gymnasium					
c)	Total Cost ($) of Gym Construction - Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
72.	Seating Area in an Auditorium - Complete lines a) through e) below only if NEW AUDITORIUM SPACE will be created as a result of the project. Replacement seating costs in an existing auditorium are either ineligible (report costs on line 22) or are prorated between ineligible and eligible construction costs if the work involves creating seating areas for persons with disabilities.					
a)	Square Footage of Area Occupied by Seating					
b)	Total Square Footage of Auditorium					
c)	Total Cost ($) of Auditorium Construction Excluding Seating	$0	$0	$0	$0	$0
d)	Total Cost ($) of Seats (Including Installation)	$0	$0	$0	$0	$0
e)	Capacity of Auditorium (Report Maximum Number of Potential Seats)*					

*Note that Capacity of Auditorium does not mean the actual number of seats, but the number which the auditorium has the capacity to hold.

Exhibit 15:

Bid Forms (available in Excel format for Proposers to fill out)

Proposer Name _____

Project Information

Project Location	Wendell L. Cross Elementary School
DAS State Project Number:	151-0310 PV

System Specifications

System Size (kW-ac)	
System Size (kW-dc)	
Production (kWh-ac)	

	Line Item Cost ($)
Module	$ -
Inverter	$ -
Rapid Shutdown Devices	$ -
Racking Product	$ -
Racking Subcomponents - Slipsheets	$ -
Racking Subcomponents - Ballast Blocks	$ -
Racking Subcomponents - Mechanical Attachments	$ -
Monitoring	$ -
Balance of System Components	$ -
Engineering	$ -
Permitting	$ -
Interconnection	$ -
General Conditions	$ -
Overhead & Profit (OH&P)	$ -
Construction - Electrical	$ -
Construction - Site/Mechanical	$ -
Total Project Cost	$ -

Equiment Specifications

Module - Manufacturer	
Module - Model & Wattage-DC	
Inverter - Manufacturer	
Inverter - Model & Wattage-AC	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	
Racking - Manufacturer	
Racking - Model	
Data Acquistion System - Manufacturer/Model	

Proposer Name

Project Information

Project Location	M.M. Generali Elementary School
DAS State Project Number:	151-0311 PV

System Specifications

System Size (kW-ac)	
System Size (kW-dc)	
Production (kWh-ac)	

	Line Item Cost ($)
Module	$ -
Inverter	$ -
Rapid Shutdown Devices	$ -
Racking Product	$ -
Racking Subcomponents - Slipsheets	$ -
Racking Subcomponents - Ballast Blocks	$ -
Racking Subcomponents - Mechanical Attachments	$ -
Monitoring	$ -
Balance of System Components	$ -
Engineering	$ -
Permitting	$ -
Interconnection	$ -
General Conditions	$ -
Overhead & Profit (OH&P)	$ -
Construction - Electrical	$ -
Construction - Site/Mechanical	$ -
Total Project Cost	$ -

Equiment Specifications

Module - Manufacturer	
Module - Model & Wattage-DC	
Inverter - Manufacturer	
Inverter - Model & Wattage-AC	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	
Racking - Manufacturer	
Racking - Model	
Data Acquistion System - Manufacturer/Model	

Proposer Name _____

Project Information

Project Location	Sprague Elementary School
DAS State Project Number:	151-0312 PV

System Specifications

System Size (kW-ac)	
System Size (kW-dc)	
Production (kWh-ac)	

	Line Item Cost ($)
Module	$ -
Inverter	$ -
Rapid Shutdown Devices	$ -
Racking Product	$ -
Racking Subcomponents - Slipsheets	$ -
Racking Subcomponents - Ballast Blocks	$ -
Racking Subcomponents - Mechanical Attachments	$ -
Monitoring	$ -
Balance of System Components	$ -
Engineering	$ -
Permitting	$ -
Interconnection	$ -
General Conditions	$ -
Overhead & Profit (OH&P)	$ -
Construction - Electrical	$ -
Construction - Site/Mechanical	$ -
Total Project Cost	$ -

Equiment Specifications

Module - Manufacturer	
Module - Model & Wattage-DC	
Inverter - Manufacturer	
Inverter - Model & Wattage-AC	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	
Racking - Manufacturer	
Racking - Model	
Data Acquistion System - Manufacturer/Model	

Prposer Name

Project Information

Project Location	B.W. Tinker Elementary School
DAS State Project Number:	151-0313 PV

System Specifications

System Size (kW-ac)	
System Size (kW-dc)	
Production (kWh-ac)	

	Line Item Cost ($)
Module	$ -
Inverter	$ -
Rapid Shutdown Devices	$ -
Racking Product	$ -
Racking Subcomponents - Slipsheets	$ -
Racking Subcomponents - Ballast Blocks	$ -
Racking Subcomponents - Mechanical Attachments	$ -
Monitoring	$ -
Balance of System Components	$ -
Engineering	$ -
Permitting	$ -
Interconnection	$ -
General Conditions	$ -
Overhead & Profit (OH&P)	$ -
Construction - Electrical	$ -
Construction - Site/Mechanical	$ -
Total Project Cost	$ -

Equiment Specifications

Module - Manufacturer	
Module - Model & Wattage-DC	
Inverter - Manufacturer	
Inverter - Model & Wattage-AC	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	
Racking - Manufacturer	
Racking - Model	
Data Acquistion System - Manufacturer/Model	

Proposer Name _____

Project Information

Project Location	West Side Middle School
DAS State Project Number:	151-0314 PV

System Specifications

System Size (kW-ac)	
System Size (kW-dc)	
Production (kWh-ac)	

	Line Item Cost ($)
Module	$ -
Inverter	$ -
Rapid Shutdown Devices	$ -
Racking Product	$ -
Racking Subcomponents - Slipsheets	$ -
Racking Subcomponents - Ballast Blocks	$ -
Racking Subcomponents - Mechanical Attachments	$ -
Monitoring	$ -
Balance of System Components	$ -
Engineering	$ -
Permitting	$ -
Interconnection	$ -
General Conditions	$ -
Overhead & Profit (OH&P)	$ -
Construction - Electrical	$ -
Construction - Site/Mechanical	$ -
Total Project Cost	$ -

Equiment Specifications

Module - Manufacturer	
Module - Model & Wattage-DC	
Inverter - Manufacturer	
Inverter - Model & Wattage-AC	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	
Racking - Manufacturer	
Racking - Model	
Data Acquistion System - Manufacturer/Model	

Exhibit 16:

Sample AIA Document A141 - 2014 and Exhibit A

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

and the Design-Builder:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Sample

The Owner and Design-Builder agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

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§ 1.1.2 The Owner's design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

§ 1.1.3 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

.2 Submission of Design-Builder Proposal:

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.3 Phased completion dates:

.4 Substantial Completion date:

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

.2 Consultants

.3 Contractors

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6 .

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

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§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 14.4

☐ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

Sample

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§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

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ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 All taxes levied on professional services and on reimbursable expenses; and
.9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of _____ percent (__%) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid _____ (__) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

(Insert rate of monthly or annual interest agreed upon.)

Sample

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§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of outstanding Submittals;
- **.4** Responses to requests for information to be provided by the Owner;
- **.5** Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- **.7** Tests and inspection reports;

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.8 Status report of Work rejected by the Owner;
.9 Status of Claims previously submitted in accordance with Article 14;
.10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
.11 Current Project cash-flow and forecast reports; and
.12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

.1 Design-Builder's work force report;
.2 Equipment utilization report; and
.3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

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§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal;and dates of periodic design review sessions with the Owner; and

.4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

.1 Confirmation of the allocations of program functions;

.2 Site plan;

.3 Building plans, sections and elevations;

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.4 Structural system;
.5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
.6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

.1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
.2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
.3 The proposed date the Design-Builder shall achieve Substantial Completion;
.4 An enumeration of any qualifications and exclusions, if applicable;
.5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
.6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction, may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

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§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

.1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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.2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

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§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

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§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

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§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

.1 Additional costs of professional services;

.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;

.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions, and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing

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physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

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§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

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§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The

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Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

.1 defective Work, including design and construction, not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
.3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a

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separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Design-Build Documents; or
- **.3** terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-

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Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to

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correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering

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and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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.3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or

.4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

.1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;

.2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;

.3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;

.4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

.1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

.2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

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§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

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§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

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ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

.1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder

.2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed

.3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds

.4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

.6 Other:

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the _____ day of _____ in the year _____ (the "Agreement")
(In words, indicate day, month and year.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE DESIGN-BUILDER:
(Name, legal status and address)

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

- ☐ Stipulated Sum, in accordance with Section A.1.2 below
- ☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- ☐ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

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§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be _____ ($__), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed _____ ($__), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.
(Insert specific provisions if the Design-Builder is to participate in any savings.)

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§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price
Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.5 Payments
§ A.1.5.1 Progress Payments
§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the _____ day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the _____ day of the _____ month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than _____ (__) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (__%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (__%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

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§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take the Cost of the Work as described in Article A.5 of this Amendment;

.2 Add the Design-Builder's Fee, less retainage of _____ percent (__%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of _____ percent (__%) from that portion of the Work that the Design-Builder self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Design-Builder's Fee, less retainage of _____ percent (__%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is

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stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of _____ percent (__%) from that portion of the Work that the Design-Builder self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than _____ (__) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Sample

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ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

Document	Title	Date	Pages

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date

Sample

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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

.2 Contingencies

§ A.3.1.6 Design-Builder's assumptions and clarifications:

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

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ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

.2 Project Manager

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.
(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate ($0.00)	Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

Sample

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§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;

.2 Expenses of the Design-Builder's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;

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.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
.5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
.6 Any cost not specifically and expressly described in Section A.5.1; and
.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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#2

WATERBURY PUBLIC SCHOOLS

MEMORANDUM

TO: Board of Education
Board of Aldermen

FROM: Nyree Toucet, Director of College and Career Readiness

DATE: September 2, 2025

RE: Executive Summary: Contract with Xello, Inc. for College and Career Readiness Platform

EXECUTIVE SUMMARY

The Department of Education seeks approval to enter into a three-year contract with Xello, Inc. to provide a comprehensive college and career readiness platform for students in grades K–12. This platform will support Student Success Planning (SSP) development and ensure meaningful college and career readiness experiences for all students.

The total contract amount is $179,552.88 for the three-year term, funded annually through the Department of Education's Alliance fund. The contract term will begin upon the signature of all parties and continue through July 1, 2028.

Xello provides an intuitive, student-centered platform that engages students, parents, and educators with a seamless set of features spanning elementary, middle, and high school. At the elementary level, early exploration activities help students build a strong foundation for career awareness, ensuring smoother transitions through each stage of their education. As students move into middle and high school, interactive career, personality, and learning style assessments guide them in identifying their interests, strengths, and goals. They can then create personalized, shareable online portfolios that evolve as they gain new experiences and skills. With access to hundreds of career and college profiles, along with interactive planning tools, students can make informed decisions about their postsecondary paths. Integrated course planning and targeted lessons further help students develop essential real-world skills such as communication, problem-solving, and teamwork. Additionally, parents and guardians have full visibility into student progress, strengthening school–family partnerships and supporting collaborative college and career planning.

This agreement was initiated under RFP #8444, with three proposals submitted. The RFP Committee unanimously selected Xello, Inc. for its demonstrated experience, expertise, and ability to meet the requirements outlined in the Scope of Services.

Attached for your review and consideration are the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Xello, Inc.

SERVICES AGREEMENT
RFP No. 8444
for
College and Career Readiness Platform
between
The City of Waterbury, Connecticut
and
Xello Inc.

THIS AGREEMENT, 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 XELLO INC. ("Contractor"), a Canadian duly registered foreign corporation located at 1867 Yonge Street Suite 502, Toronto, ON M4S 1Y5, (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, Contractor submitted a proposal to the City responding to **RFP No. 8444** for a College and Career Readiness Platform; and

WHEREAS, the City selected Contractor to perform services regarding **RFP No. 8444**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. 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, all software and licenses for the provision of, a comprehensive user-friendly, and fully integrated College and Career Readiness Platform designed to support students in grades K-12 by seamlessly integrating with district systems, facilitating individualized academic and career planning, and offering robust tools for college, trade school, and workforce exploration further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **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 City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) consisting of 11 pages, attached hereto;

1.1.2 Contractor's Cost Proposal, (excluding optional add-ons) dated July 29, 2025, titled "Updated Best and Final Offer – Pricing," consisting of 8 pages, attached hereto;

1.1.3 Contractor's Response to City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) dated June 16, 2025, consisting of 109 pages, attached hereto;

1.1.4 City of Waterbury Addendum 1 dated June 10, 2025, consisting of 4 pages, attached hereto;

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

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance, incorporated herein by reference;

1.1.8 Licenses; incorporated herein by reference; and

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

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on 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

1.2.4 **RFP No. 8444**

1.2.5 Contractor's Response to **RFP No. 8444**

2. 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.

2.1. 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.

2.2. 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.

3. 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.

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

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

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

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by 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.

3.6. 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.

3.7. 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:

> **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 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;

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 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;

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 Contractor has discovered in the Contract Documents; and

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

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

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

3.9. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant to this Agreement are not the property of, or under the control of, the Contractor.

3.9.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.9.2 The Contractor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.9.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.

3.9.4 The Contractor shall take actions designed to ensure the security and confidentiality of student data.

3.9.5 The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Contractor of a breach of Student Data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach,

including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.9.6 Student Data shall not be retained or available to the Contractor upon expiration of the Agreement between the Contractor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such Agreement for the purpose of storing student generated content.

3.9.7 The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.9.8 The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.9.9 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.10. Confidentiality/FERPA. Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Contractor shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.10.1 Any and all materials contained in City of Waterbury student files that are entrusted to Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Contractor shall be used solely for the purposes of providing services under this Agreement.

3.10.2 Contractor acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Contractor and City shall comply with the requirements of said statute and regulations, as amended from time to time and Contractor agrees to use

information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Contractor has no authority to make disclosures of any information from education records. Contractor shall instruct its employees of their obligations to comply with FERPA.

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

5. Contract Time. Term of this Contract shall be for three (3) years commencing upon execution of this Agreement by the Mayor and terminating on July 1, 2028 ("Initial Term").

5.1. Time is and shall be of the essence for all Project milestones and completion dates for the Project, including but not limited to implementation. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

6. Compensation. The City shall compensate 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 **ONE HUNDRED SEVENTY NINE THOUSAND FIVE HUNDRED FIFTY TWO DOLLARS AND 88/100 CENTS ($179,552.88)** for the initial three (3) year term of this Agreement and shall be in accordance with Contractor's Cost Proposal attached hereto in **Attachment A**.

6.1.1. Payment for Year 1
Fifty Eight Thousand Seven Hundred Ninety Five
Dollars and 20/100 Cents ……..$58,795.20

6.1.2. Payment for Year 2
Fifty Nine Thousand Eight Hundred Fifty Dollars
and 96/100 Cents ……..……..$59,850.96

6.1.3. Payment for Year 3
Sixty Thousand Nine Hundred Six Dollars and
72/100 Cents ……...$60,906.72

6.1.4. Total Compensation for Initial 3 Year Term
In an amount not to exceed

One Hundred Seventy Nine Thousand Five Hundred
Fifty Two Dollars and 88/100 Cents…….....$179,552.88

6.2. 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.

6.2.1 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.

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

6.4. Proposal Costs. All costs of Contractor in preparing its proposal for **RFP No. 8444** 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.

6.5. 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.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in either case, an

affidavit that so far as Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but 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, Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

8.3. 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, defend, keep and hold harmless the City as provided in this Contract.

8.4. 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, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

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

8.6. Intellectual Property. The Contractor represents that it holds legal title to any Licensed Content, Marks, Software, related Documentation, Software Maintenance, Professional Services, Deliverable, or any U.S. patent, copyright, trade secret, trademark, or other intellectual property or service made available to City under this Agreement ("IP") and has the right to license said IP. Contractor agrees to provide a defense acceptable to the City, at Contractor's own expense, for any claim, action, demand, lawsuit, or proceeding (each, a "Claim") made or brought against the City alleging that any portion or aspect of any IP made available to City under this Agreement infringes any patent, copyright, trademark, or other intellectual property right of a third party, and shall be responsible for any and all attorney's fees and legal expenses incurred by the City.

8.7. 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. Contractor's Insurance.

9.1. Contractor shall not commence work under this Contract until all insurance required under this Section 9 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 VIII 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, 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.

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 Contractor:

9.4.1 General Liability Insurance:
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products and Completed Operations Aggregate

9.4.2 Professional Liability/E&O
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

9.4.3 Excess/Umbrella Liability
$1,000,000 each Occurrence
$1,000,000 Aggregate

9.4.4 Cyber/Privacy/Network
$1,000,000 per Loss
$1,000,000 Aggregate

9.5. 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 such coverage, and offset Contractor's invoices for the cost of said insurance.

9.6. 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.

9.7. Certificates of Insurance: The Contractor's Insurance policies shall be endorsed to add the City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a waiver of subrogation. 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 is listed as an Additional Insured on a primary and non-contributory basis 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.

9.8. 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.

10. 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.

10.1. 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.

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 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.

10.3. 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 as applicable.

10.3.1 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. 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.

10.3.2 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.

11. 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.

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, 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.

12. Intentionally Omitted.

13. Termination.

13.1. 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.

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

13.1.2 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, and the City may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from Contractor is determined.

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

by this Contract, less payments of compensation previously made.

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

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 Contractor.

13.3.2 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 seven (7) 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.

13.3.3 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.

13.4. Rights Upon Cancellation or Termination.

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

incurred in terminating this agreement in whole or in part.

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

13.4.3 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.

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

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

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

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

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

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

16. 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.

16.1. 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.

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

19. Risk of Damage and Loss. Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by Contractor, by

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

20. Interest of Contractor. 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.

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 Contractor.

22. 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).

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 Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both 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 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 Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to

resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8444** and **(ii)** Contractor's proposal responding to the aforementioned **RFP No. 8444.**

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. 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.

28. 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.

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or 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:	Xello Inc. 1867 Yonge Street Suite 502 Toronto, ON M4S 1Y5
City:	The City of Waterbury

Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

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

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

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

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

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

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

to said Charter and/or Ordinances may be recovered by the City.

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

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

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

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

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

32.10. Contractor hereby acknowledges receipt of a copy of the Chapters 38 and

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

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

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

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

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

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

[Signature page follows]

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul Pernerewski, Jr., Mayor

Date: _____

WITNESSES:



Sign:_____
Print name: Matthew Krawcyzk,
Strategic & Territory Manager



Sign:_____
Print name: Fatima Stepanian,
Sr. Proposals & Contracts Manager

XELLO INC.



By:_____
Jeff Harris, President & Co-founder

August 29, 2025

Date:_____

ATTACHMENT A

1.1.1 City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) consisting of 11 pages, attached hereto;

1.1.2 Contractor's Cost Proposal, (excluding optional add-ons) dated July 29, 2025, titled "Updated Best and Final Offer – Pricing," consisting of 8 pages, attached hereto;

1.1.3 Contractor's Response to City of Waterbury **RFP No. 8444**, (excluding draft City forms and draft Contract) dated June 16, 2025, consisting of 109 pages, attached hereto;

1.1.4 City of Waterbury Addendum 1 dated June 10, 2025, consisting of 4 pages, attached hereto;

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

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance, incorporated herein by reference;

1.1.8 Licenses; incorporated herein by reference; and

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

REQUEST FOR PROPOSAL # 8444
BY
THE CITY OF WATERBURY
Department of Education
College and Career Readiness Platform

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a qualified vendor to provide a comprehensive, user-friendly, and fully integrated College and Career Readiness Platform designed to support students in grades K-12 by seamlessly integrating with district systems, facilitating individualized academic and career planning, and offering robust tools for college, trade school, and workforce exploration. In addition to the platform, the vendor must deliver professional development services to ensure effective implementation, sustained usage, and maximized engagement.

A. Background and Intent

The background and intent is to provide all students, from kindergarten through 12th grade, with a comprehensive college and career readiness platform that equips them with the knowledge and skills needed for future success. This initiative also supports developing and implementing Student Success Plans (SSPs), ensuring that each student receives personalized guidance and structured planning to achieve their academic and career goals. Early exposure to academic and career pathways enables students to make informed decisions, set meaningful long-term goals, and explore opportunities that align with their interests and strengths. This RFP invites qualified vendors to propose an adaptable and comprehensive College and Career Readiness Platform that supports students in grades K-12 by fostering early awareness and exposure to college, career, and workforce opportunities

B. Qualifications

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

1. A minimum of 5 years of experience with providing the services listed in the scope of service.
2. Experience and expertise regarding providing the types of or similar services as those outlined in the Scope of Services in this RFP
3. A proposer with a proven track record in providing these types of or similar services for districts in Connecticut.
4. A proposer with proven effectiveness for students enrolled in an urban school district.
5. A proposer with a proven track record of providing these services to students in grades K-12.
6. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

- Enable Individual Career and Academic Planning for students in grades K-12.
- Support course planning integrated with career exploration and interest/skill inventories for students in grades K-12.
- Provide career exploration tools, including assessments, videos, and data dashboards for students in grades K-12.
- Meets the needs of a wide range of students and include accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.
- Allow students to document and upload work-based learning experiences and industry-recognized credentials.
- Synchronize with Student Information Systems, including PowerSchool, with nightly updates.
- Common App integration for seamless college application management.
- Support batch upload of transcripts and documents.
- Provide electronic transcript sending with date stamps and confirmation codes.
- Extensive database of colleges, universities, trade schools, and post-secondary options appropriate at each grade level K-12.
- Scholarship search tools, internship postings, and military pathway access.
- Career readiness features, including degree comparisons, entry-level assessments, and job market insights.
- Ability to track and manage college applications, financial aid submissions, and acceptance notifications.
- Dashboards for school counselors, administrators, and other school staff to review data and print reports.
- Parent and student access to dashboard and tools.
- Real-time student metrics tracking, including credit attainment, service hours, and CTE pathway progress.
- Customizable reports for district administrators and school leaders.
- Data analytics to track student engagement, FAFSA completion, and post-secondary trends.
- Provide comprehensive training for educators, school counselors, and district personnel.
- Offer ongoing technical support and dedicated customer service.
- Conduct regular check-ins with district personnel to ensure implementation success.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 7/1/2025 - 7/1/2028.

E. Insurance

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

F. General Information

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

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

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on June 6, 2025**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by June 10, 2025, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Director of College and Career Readiness or their designee.

H. Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(1)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a flash drive, must be received at the following address no later than **11:00 AM on June 16, 2025*.* Proposals received after that time shall not be considered.**

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

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

and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

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

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

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

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

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or

which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

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

b. Proposed cost schedule.

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

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

2. Selection Process

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

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP.

The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements – Not applicable

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

M. State Set-Aside Requirements – Not applicable

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

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – Not applicable

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

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

O. Bid Bond – Not applicable

Each Proposal with a total cost greater than $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – Not applicable

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Attachment A Documents

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

Updated Best and Final Offer – Pricing

College and Career Readiness Platform

RFP # 8444

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

Proposal Deadline:
July 29th, 2025

Xello Contact:
Jeff Harris, *President & Co-Founder*
+ 1 (800) 965-8541 x 122
jeffh@xello.world

Best and Final Offer

Xello is pleased to submit this **updated Best and Final Offer (BAFO) to the City of Waterbury in response to RFP #8444** – College and Career Readiness Platform. This revised proposal reflects our deepened commitment to meeting Waterbury's budgetary objectives and contractual constraints — including those tied to its existing Naviance agreement — without compromising on quality, functionality, or equity.

In this final submission, we have further sharpened our pricing to deliver maximum value through the following enhancements:

- ★ **Total cost savings now exceed $102,000 over three years — a 36% reduction compared to standard pricing**
- ★ **Year 1 pricing cut by an additional $15,413 compared to our previous offer, bringing the total to $58,795.20**
- ★ **Complete elimination of all implementation fees, delivering immediate savings of $5,425**
- ★ **The Work-Based Learning (WBL) Module is now offered at no cost, including both annual licensing and the one-time setup fee**
- ★ **Reduced per-student pricing at every grade level, while maintaining full platform access, integrations, and services**
- ★ **Free data migration from Naviance, fully managed by Xello's implementation team**
- ★ **Unlimited technical support, Xello Academy, and strategic check-ins — all included at no extra cost**
- ★ **The total 3-year cost is now $179,552.88, down from $216,985.00 — a further $37,432 in savings over our earlier offer**

This proposal highlights Xello's role as a strategic partner in Waterbury's future readiness journey. More than a software provider, Xello delivers a complete, student-centered solution that supports all pathways — promoting equity, ensuring compliance, and driving long-term success.

To help Waterbury realize its vision, Xello offers an all-in-one K–12 platform with robust college and career readiness (CCR) tools and a full suite of value-added services — all with no hidden fees.

Xello's Comprehensive Offering for Waterbury Public Schools

Xello's platform is fully aligned with **Connecticut mandates**, the district's **Student Success Plan (SSP)** requirements, and **Waterbury's commitment to equity**. Our all-in-one model includes:

- **Career & Academic Planning (Grades K–12)**
  - ***Self-assessments, goal setting, graduation planning****, and* ***early exploration*** *for elementary students.*
- **Course Planner & CTE Pathway Tracking**
  - *Seamless* ***PowerSchool integration*** *and built-in* ***CTE Pathway Tracking***
- **Career Exploration & Assessments**
  - *Includes* ***age-appropriate assessments*** *and side-by-side comparisons of* ***careers, schools, and costs.***
- **Student Success Plan (SSP) Management**
  - *Connecticut's SSP components embedded in Xello, including* ***goal setting, resume building, and interest inventories.***
- **Work-Based Learning (WBL) & Credential Tracking**
  - ***Internship tracking, credential uploads, and WBL documentation tools****.*
- **College Planning Tools**
  - ***Common App integration, transcript delivery****, and dashboards for managing* ***applications*** *and* ***rep visits****.*
- **Parent Portal & Family Engagement**
  - *A* ***multilingual Family Portal*** *for* ***transparent planning*** *and* ***communication****.*
- **Financial Literacy with The Real Game & Scholarships**
  - ***FAFSA tracking, scholarship access****, and "****The Real Game****" for* ***financial literacy*** *— aligned with state graduation requirements.*
- **SIS Integration, Reporting & Compliance Tools**

- ***Real-time dashboards, GPA tracking**, and **data sync** with PowerSchool and Clever.*

- **Implementation, Training & Support**
  - ***Unlimited support**, and a dedicated **Connecticut-based team** — all included, no extra fees.*

Proposed Waterbury Price – BAFO

YEAR 1				
PRODUCT	**Annual per Unit Cost**	**BAFO Rate**	**Unit Count[1]**	**Year 1 Cost**
Xello for Elementary School – *Grades K-5*	$2.75 per student	**$1.25**	7,568	$9,460
Xello for Middle School – *Grades 6-8*	$5.25 per student	**$4.05**	3,884	$15,730
Xello for High School – *Grades 9-12*	$5.95 per student	**$4.75**	5,180	$24,605
Implementation Fee for Elementary School	$250 per school	**$0**	21	$0
Implementation Fee for Middle School	$400 per school	**$0**	4	$0
Implementation Fee for High School	$800 per school	**$0**	5	$0
WBL Annual Fee	$1,500 per high school	**$0**	5	$0
WBL Network Set-up fee	$2,500 (one time fee)	**$0**	1	$0
Annual Data Integration Services	$300 per school	**$300 per school**	30	$9,000
Xello Academy	Complimentary	**$0**	Unlimited	$0
TOTAL				**$58,795.20**
OPTIONAL ADD-ONS, INTEGRATIONS & CUSTOM TRAINING[2]	**Annual per Unit Cost**	**BAFO Rate**	**Unit Count**	**Year 1 Cost**
Customized Web Training – *Optional*	$450 per session	**$450**	6	$2,700
In-person Training – *Optional*	$4,500 per day[3]	**$3,500**	1	$3,500

[1] Student and site counts are based on the numbers provided by COW

[2] Xello offers a work-based learning add-on and a variety of integrations from leading providers to expand program value, as well as custom training. These are optional and will only be added after discussion with confirmation by COW

[3] The per diem cost of Custom In-person Training is inclusive of all travel expenses.

YEAR 2				
PRODUCT	**Annual per Unit Cost**	**BAFO Rate**	**Unit Count**	**Year 1 Cost**
Xello for Elementary School - *Grades K-5*	$2.75 per student	**$1.28**	7,568	$9,687.04
Xello for Middle School – *Grades 6-8*	$5.25 per student	**$4.13**	3,884	$16,040.92
Xello for High School – *Grades 9-12*	$5.95 per student	**$4.85**	5,180	$25,123
Annual Data Integration Services	$300 per school	**$300**	30	$9,000
WBL Annual Fee	$1,500 per high school	**0**	5	$0
Xello Academy	Complimentary	**$0**	Unlimited	$0
TOTAL				**$59,850.96**
OPTIONAL ADD-ONS, INTEGRATIONS & CUSTOM TRAINING	**Annual per Unit Cost**	**BAFO Rate**	**Unit Count**	**Year 1 Cost**
Customized Web Training – *Optional*	$450 per session	**$450**	5	$2,250

YEAR 3				
PRODUCT	**Annual per Unit Cost**	**BAFO Rate**	**Unit Count**	**Year 1 Cost**
Xello for Elementary School - *Grades K-5*	$2.75 per student	**$1.31**	7,568	$9,914.08
Xello for Middle School – *Grades 6-8*	$5.25 per student	**$4.21**	3,884	$16,351.64
Xello for High School – *Grades 9-12*	$5.95 per student	**$4.95**	5180	$25,641
Annual Data Integration Services	$300 per school	**$300**	30	$9,000
WBL Annual Fee	$1,500 per high school	**$0**	5	$0

Xello Academy	Complimentary	**$0**	Unlimited	$0
TOTAL				**$60,906.72**
OPTIONAL ADD-ONS, INTEGRATIONS & CUSTOM TRAINING	**Annual per Unit Cost**	**BAFO Rate**	**Unit Count**	**Year 1 Cost**
Customized Web Training – *Optional*	$450 per session	**$450**	4	$1,800

3-Year Term	Standard Cost	COW Cost
YEAR 1 TOTAL	**$104,874.00**	**$58,795.20**
YEAR 2 TOTAL	**$88,524.00**	**$59,850.96**
YEAR 3 TOTAL	**$88,524.00**	**$60,906.72**
GRAND TOTAL	**$281,922.00**	**$179,552.88**

Optional Add-ons & Integration

Xello offers a number of optional services that may be added to the subscription as desired. A list of these services is provided below:

PRODUCT	Service Description	Cost
National Student Clearinghouse StudentTracker	• Allows educators to track students after graduation on data points including college enrollment, continued enrollment, and graduation. • Educators can access reports directly within Xello Educator Tools. • Integration set-up is managed by Xello.	**Annual Cost –** $595 per high school
Methodize *ACT/SAT Test Prep*	• Accessible through a student's Xello account, offering a convenient, engaging self-paced learning experience. • Provides robust tools for teachers to offer targeted support and ensure understanding of financial concepts.	**Annual Cost –** $2.90 per student **Implementation Fee in Year 1 –** $400 per site *Minimum Order Requirement* – $1,495 per district or 515 student licenses

Proposal

College and Career Readiness Platform

RFP # 8444

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

Proposal Deadline:
June 16th, 2025, 11AM EDT

Xello Contact:
Jeff Harris, *President & Co-Founder*
jeffh@xello.world
+ 1 (800) 965-8541 x 122

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COVER LETTER



June 16th, 2025

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

Dear Mr. McCaffery,

Please accept Xello's response to the solicitation for a College and Career Readiness Platform – RFP #8444. We understand the City of Waterbury, Department of Education ("City") seeks a partner with an out-of-the-box CCR solution to support Student Success Planning (SSP) development and provide a meaningful college and career readiness experience for **ALL STUDENTS AND ALL PATHWAYS**. Our online program, Xello, offers a user-friendly, engaging and intuitive platform for students, parents and educators to meet these goals.

With nearly 30 years of experience, Xello is uniquely positioned to offer a **comprehensive Student Success Planning experience that maximizes student engagement and completion.** Our program helps students connect their academic work to career aspirations, ensuring seamless transitions and providing powerful workflow tools for critical areas like work-based learning, course planning and college applications.

Xello addresses all of the City's requirements and takes a holistic approach to future readiness, supporting academic, social, personal, and career development. We believe Xello is the perfect partner for the City and can fulfill all the requirements.

Key benefits of Xello include:

- ✔ **Unlimited support and expert implementation project management.** We have helped hundreds of districts across the US implement a comprehensive and inclusive vision of career development.
- ✔ **Engaging, age-appropriate ICAP support for all students.** Compliance with national and state-level standards including ASCA Mindset and Behaviors and Connecticut's Student Success Planning.
- ✔ Robust data management and seamless integration with **PowerSchool**, Clever, Google, ADFS and more.

- ✔ Powerful **workflow tools to maximize efficacy and efficiency** in critical areas like Work-based learning, course planning and college applications.
- ✔ Adherence to federal and state security laws, including **FERPA and COPPA**. Xello is certified by Edfi and is a signatory of the Student Privacy Pledge.
- ✔ Accessibility compliance with **WCAG 2.2 Level AA**.
- ✔ A proven approach to successfully project manage, train, and **support clients of all sizes and needs** with **unlimited strategic and technical support** – **Winner of the 2024 CODiE for BEST CUSTOMER EXPERIENCE. Xello is the ONLY CCR tool to be featured on TIME's list of the World's Top EdTech Companies 2025 due to our exceptional program, support, and dedication to the success of every student.**



Xello has successfully supported dozens of districts in their transition from **Naviance to our platform**—including large, urban districts similar to Waterbury. We understand the complexity of **data migration, user adoption, and retraining required during a platform shift.**

Our dedicated transition team will ensure a **smooth, disruption-free migration, and our proven onboarding process**—including secure SIS integrations, staff training, and student rollouts—has helped districts like Bridgeport Public Schools (CT), New York City Public Schools and the School District of Philadelphia make the switch with strong early engagement and long-term success.

Xello meets and exceeds all requirements outlined in RFP #8444 and Addendum #1, including support for K–12 career planning, PowerSchool integration, FAFSA tracking, state mandate reporting, and more.

If any additional information is needed, please do not hesitate to contact me, as well as *Strategic Territory Manager*, **Matt Krawczyk**, at +1 (800) 965- 8541 x 163 or matthewk@xello.world.

Warm regards,



Jeff Harris
President & Co-Founder
jeffh@xello.world
+ 1 (800) 965-8541 x 122

Scope of Services Requirements Checklist

#	Functionality	Xello Meets & Exceeds	Xello Response
1	Enable Individual Career and Academic Planning for students in grades K-12.	✅	p.47
2	Support course planning integrated with career exploration and interest/skill inventories for students in grades K-12.	✅	p.48
3	Provide career exploration tools, including assessments, videos, and data dashboards for students in grades K-12.	✅	p.50
4	Meets the needs of a wide range of students and includes accommodations for special populations, including English Language Learners, students with disabilities, and students identified as gifted and talented.	✅	p.55
5	Allow students to document and upload work-based learning experiences and industry-recognized credentials.	✅	p.56
6	Synchronize with Student Information Systems, including PowerSchool, with nightly updates.	✅	p.57
7	Common App integration for seamless college application management.	✅	p.58
8	Support batch upload of transcripts and documents.	✅	p.58
9	Provide electronic transcript sending with date stamps and confirmation codes.	✅	p.58
10	Extensive database of colleges, universities, trade schools, and post-secondary options appropriate at each grade level K-12.	✅	p.60
11	Scholarship search tools, internship postings, and military pathway access.	✅	p.62
12	Career readiness features, including degree comparisons, entry-level assessments, and job market insights.	✅	p.60

#	Functionality	Xello Meets & Exceeds	Xello Response
13	Ability to track and manage college applications, financial aid submissions, and acceptance notifications.	✅	p.58
14	Dashboards for school counselors, administrators, and other school staff to review data and print reports.	✅	p.65
15	Parent and student access to dashboard and tools.	✅	p.65
16	Real-time student metrics tracking, including credit attainment, service hours, and CTE pathway progress.	✅	p.65
17	Customizable reports for district administrators and school leaders.	✅	p.66
18	Data analytics to track student engagement, FAFSA completion, and post-secondary trends.	✅	p.69
19	Provide comprehensive training for educators, school counselors, and district personnel.	✅	p.74
20	Offer ongoing technical support and dedicated customer service.	✅	p.75
21	Conduct regular check-ins with district personnel to ensure implementation success.	✅	p.75

ATTACHMENT A & ATTACHMENT C DOCUMENTS

FILL IN AND RETURN WITH YOUR SUBMISSION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

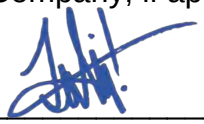
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Xello Inc.
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

June 5, 2025
Date

FATIMA STEPANIAN - SENIOR PROPOSALS & CONTRACTS MANAGER
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☑ Hand-Delivered [X]

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Certification

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

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

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

1867 Yonge St. #502,Toronto, ON M4S 1Y5

Print Name and Title of Authorized Representative: FATIMA STEPANIAN - SENIOR PROPOSALS & CONTRACTS MANAGER

Signature of Authorized Representative:



Date: June 5, 2025

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

Province
~~State~~ of Ontario

SS.:_____

~~County~~ of Canada

FATIMA STEPANIAN, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Sr. Proposals & Contracts Manager of Xello Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2	NONE	
3		
4		

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

Name	Title	DOB	Stock %
1 Matt McQuillen	CEO and Co-founder	September 11, 1970	35.43
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

N/A

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Fatima Stepanian
_____
Witness

Jeff Harris
_____
Name of Corporate Signatory

Xello Inc. - 1867 Yonge St. #502,Toronto, ON M4S 1Y5
_____
Address of Business

Affix
Corporate
Seal

By: Jeff Harris
_____
Name of Authorized Corporate Officer

Its: President & Co-founder
_____
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

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

Province

~~State~~ of Ontario)

) SS

~~County~~ of Canada)

FATIMA STEPANIAN being duly sworn,

deposes and says that he/she is Sr. Proposals & Contracts Manager of Xello Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 9th day of June 2025.

Raghav
(Notary Public)

My Commission Expires: N/A

Raghav Kakar, Lawyer
Barrister & Solicitor
A Commissioner, etc.

NOTARY PUBLIC
RAGHAV KAKAR
ONTARIO

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

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

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

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

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

1 Addendum 1 - June 10 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

98-0384421
Social Security Number
or Federal Identification Number

_____
Signature of Individual or Corporate Name

Xello Inc. - Incorporated in Toronto, ON
Corporate Officer
(if applicable)

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

Name Jeff Harris
By: President & Co-founder, Xello Inc.
(Title)
Business Address: 1867 Yonge St. #502
(City, State, Zip Code)
Toronto, ON M4S 1Y5

Phone: +1 (800) 965-8541
Email: proposals@xello.world
Date: June 10, 2025

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

SECTION 1

PROPOSER INFORMATION

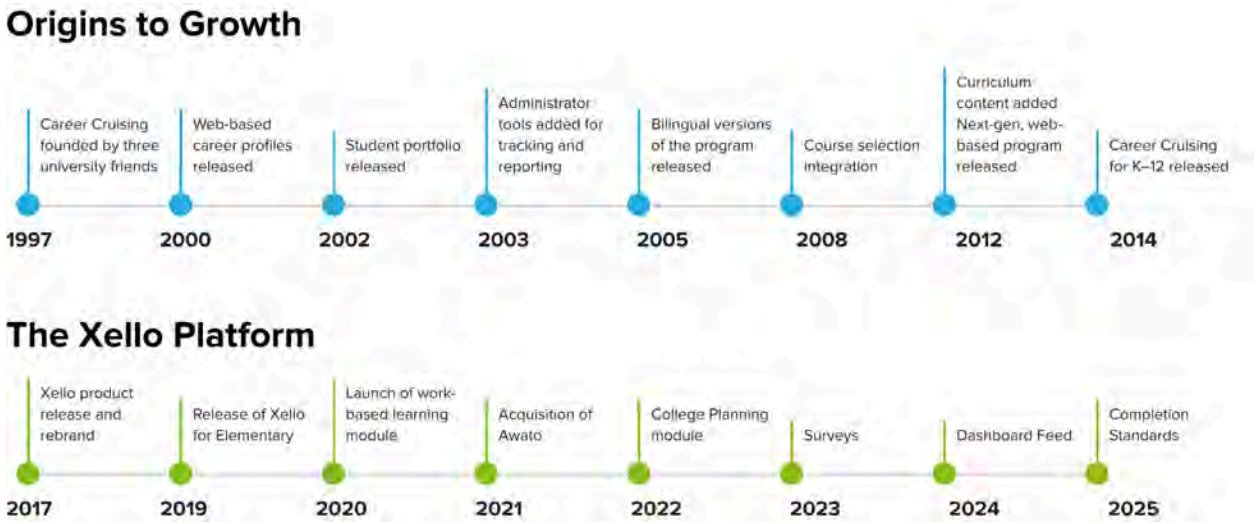


About Xello

Corporate Headquarters	Xello Inc. 1867 Yonge St. #502 Toronto, ON M4S 1Y5
Incorporation	Toronto – March 27, 1997

Xello is an award-winning, K-12 future readiness platform designed to help all students, regardless of background, ability, or pathway, become college and career ready.

Established in 1997 as Career Cruising, Xello initially produced a career profile catalog that later transitioned into an online subscription service for schools. In 2017, the company underwent a rebranding, emerging as Xello. This platform empowers students to explore career paths, plan academically, and set goals through a personalized, student-centered experience. Utilized across North America and backed by nearly 30 years in education technology, Xello supports millions of students through an engaging, accessible experience aligned with state and national standards.



Recognized by educators and industry experts as the preeminent program for preparing students for college, career and life success, Xello has been honored with several awards, including:



2025
World's Top EdTech Companies



2024
Best Tool for
Secondary Education



2024
Best Tool for
Primary Education



2024
Cool Tool for Career
Planning Solution



2024
Best College & Career
Readiness Solution Finalist



2024
Best Customer Experience
in Ed Tech Finalist



2022
Best Customer Experience
in Ed Tech

Xello is a privately owned corporation with a small group of shareholders. Over 60% of the ownership resides with current employees. The company is governed by a four member Board of Directors which consists of co-founders **Matt McQuillen** and **Jeff Harris**, as well as **Mora Segal**, *Managing Director*, A-Street and **Andrew Lawlor**, *Vice President*, CBFG.

The company is managed by an Executive Council:

- **Matt McQuillen**, *CEO & Co-Founder*
- **Jeff Harris**, *President & Co-Founder*
- **Meredith Beyer**, *VP, Customer Experience*
- **Te Thebeau**, *VP, Product Experience*
- **Anthony Abbot**, *VP, Systems*
- **Katie Lutes**, *VP, Culture*
- **Ben Pierce**, *VP, Engineering*
- **Monica Biesok**, *VP, Marketing*
- **Jackelyn Skudra**, *VP, Sales*
- ***Asif Mohamed**, VP, Finance*

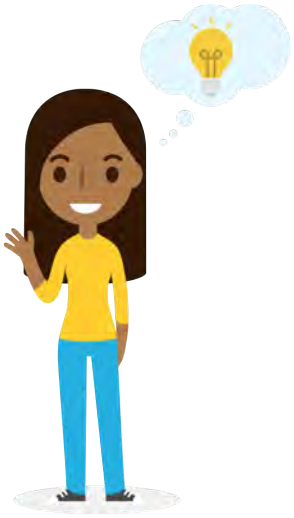
Being founder-led allows us to stay focused on our mission as we have done for nearly 30 years. We have an ambitious roadmap that will see our products continue to develop rapidly in the coming years. While all our staff are dedicated to developing and supporting our award-winning program, over 55% of our employees work directly in product and design. Many company employees, including some who will be assigned to this contract, have worked with us for over a decade.

SECTION 2

EXPERIENCE, EXPERTISE AND CAPABILITIES



Philosophy Statement and Business Focus



Hello, we're Xello, the only K-12 online program that helps ***all*** students, regardless of background, ability or pathway, become college and career ready.

Our proposal demonstrates how we will work with the City of Waterbury, Department of Education ("City"), its schools, families, and community members to deliver high-quality, comprehensive support that drives post-secondary outcomes.

In order to ensure student success, it is absolutely critical that each one has a **personalized plan** that they can take ownership of. A plan that's tailored to their goals and prepares them for any opportunities and challenges they may face.

This is a journey of discovery for students as they learn about themselves and the multitude of options they have after high school. Many of today's students will pursue careers that don't exist yet, so it's imperative that they build the skills and knowledge they need to manage their careers for the long term.

A Program Designed to Engage Students

The foundation of Xello's programs is **an evidence-based and time tested model** for preparing students for their future. Beginning with self-knowledge, exploring potential pathways that they could pursue, bringing those together to create a personalized plan, students then continue their journey by building key skills and knowledge, and reflecting on their choices.



Build Self-Knowledge

Students define their interests, skills, preferences and aspirations so they can explore the opportunities right for them.



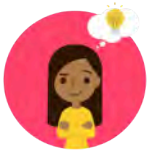
Explore Options

Students learn about career possibilities and educational pathways by exploring rich engaging content and lessons.



Create a Plan

Students create dynamic actionable plans that outline the steps needed to achieve school, career and life goals.



Learn & Reassess

As students gain experience, knowledge, and skills, they can reassess and change their plans for the future.

Students are invited to revisit and reflect on the work they've completed, adjusting their plans as they evolve over time. As students grow they are always learning about themselves and their opportunities, and adjusting their path forward.

Xello's four-step model helps ensure students complete the work to meet Connecticut-specific requirements such as Connecticut's Student Success Planning and the student Mindset and Behavior Standards outlined by ASCA.

- **Build Self-Knowledge:** students become more self-aware and build confidence in themselves by uncovering their interests, aptitudes, and aspirations. For elementary students, self-knowledge is built through individual **reflection on interest, skills, school subjects and achievements**. In early grades, Xello introduces foundational awareness through game-based learning and storytelling. K–5 students learn about community roles, reflect on their interests, and begin to make connections between school and the world around them—ensuring continuity into middle school career planning For students in 6th - 12th grade, it's generated through a **series of age-appropriate assessments**. Assessments help students understand interests, skills, personality styles and learning styles, and how those impact career matches. All assessments are included with a Xello subscription.
- **Explore Options:** Immersive content and visually rich profiles are available for students in 6th - 12th grade. Each career and college profile contains critical information to help students evaluate and assess their options including:

  - ✔ Content written at an age-appropriate reading level for maximum accessibility
  - ✔ Relevant statistics and current data pulled from reliable local databases
  - ✔ Imagery that promotes diversity
  - ✔ Graphics that make data easy to understand and evaluate
  - ✔ Ability to save and reflect on options from within the program

- **Create a Plan:** An integrated long-term goal planner makes insights actionable. Once students have saved careers, college and major options, this visual roadmap helps students break down their aspirations into tangible steps needed to achieve success. Xello's built in Coarse Planner functionality allows students to align high-school courses with their future plans, while also ensuring they meet graduation and endorsement requirements. Course and college planning capabilities come included with every Xello subscription.

- **Learn & Reassess:** in addition to assessments, career, and college profiles, Xello also offers built-in experiences to help students build real-world skills and experience for success. Built-in digital **Lessons** are ready-made and designed to help students develop essential skills, social-wellbeing, knowledge, and proficiencies to prepare them for future success. Through interactive activities, students learn and build expertise in essential areas like financial literacy, problem solving, communication, and interview skills. Xello currently has 28 unique lessons across a broad range of topic areas. Lessons come included with every Xello subscription.

Proof You Can Point To

Xello has been adopted across the country as a means to genuinely engage students in developing skills, knowledge, and plans for future success. Some of the country's largest, and most diverse districts have turned to Xello to help support postsecondary planning initiatives and engage previously under-served populations. Across the country, our program is driving unprecedented levels of student engagement.

The **Nationwide Xello engagement numbers for the SY 2023-24** speak for themselves:



17.94 Million

Total number of student logins

High motivation and success in integrating Xello into daily activities



5.24 Million

Lessons completed by students

Reflects broad engagement and significant curriculum progress



77 Minutes

Average student time spent

Students are exploring their futures and developing essential skills



180,000 Minutes

Educator & counselor time spent

Demonstrates a strong commitment to supporting student success

Summary of Relevant Experience

Xello has a long and successful history of partnering with schools, districts and states across the nation to help them and their students achieve ambitious college and career readiness goals. Our highly collaborative approach currently supports approximately **2,800 clients** and over **6 million students and educators** across the country—including statewide implementations in **Florida, South Dakota,** and **Wisconsin**.

We have experience working with a highly diverse set of clients ranging in:



DISTRICT SIZE
100 to 300,000+ Students



GEOGRAPHY
45 States and Counting



COMMUNITY
Urban, Suburban, Rural



STUDENTS
All Abilities, All Backgrounds

We have had a presence in Connecticut for decades, partnering with districts to successfully achieve their career exploration goals. Some of our notable clients include:

- **Bridgeport Public Schools**[1]
- Canterbury Public Schools
- East Windsor Public Schools
- Plainville Community Schools
- Regional School District 7
- **Torrington Public Schools**
- Westport Public School District

Some of our notable clients across the country include:

- **Alief Independent School District (TX**)
- **Allen Independent School District (TX)**
- **Baltimore County Public Schools (MD)**
- **Broward County Public Schools (FL)**
- Cypress Fairbanks Independent School District (TX)
- Milwaukee Public Schools (WI)
- **Minneapolis Public Schools (MN)**
- **Orange Unified School District (CA)**
- **Osceola County Schools (FL)**
- Palm Beach County Public Schools (FL)
- Phoenix Union High School District (AZ)

[1] Clients noted in bold in this list, formerly used Naviance and chose to transition to Xello.

- Detroit Public Schools (MI)
- Fresno Unified School District (CA)
- **Goose Creek Consolidated School District (TX)**
- Grand Prairie Independent School District (TX)
- Grand Rapids Public Schools (MI)
- **Harlingen Consolidated Independent School District (TX)**
- **Indianapolis Public Schools (IN)**
- **Kansas City Public Schools (KS)**
- Lansing Public Schools (MI)
- **Los Angeles Unified School District (CA)**
- **Poudre School District (CO)**
- **San Diego Unified School District (CA)**
- **St Paul Public Schools (MN)**
- **School District of Philadelphia (PA)**
- Stockton Unified School District (CA)
- **Thompson School District (CO)**
- **Tulsa Public Schools (OK)**
- Urban Assembly Group of Schools (NY)
- Wichita Unified School District (KS)
- **William S Hart Union High School District (CA)**

Signature Project

The School District of Philadelphia, Pennsylvania	
Demographics	• Largest public school system in Pennsylvania – approximately 200,000 students in 331 schools where approximately 86% of the student population is diverse • Over 100 languages are spoken by students and their families – approximately 20% of the student population are English Learners
Project Description	**Duration**: 2024 - To date **Xello Products**: Xello for K-12 In 2024, The School District of Philadelphia (SDP) **transitioned from Naviance to Xello** to better support their goal of having a CCR program centered around age-appropriate content and activities for all students, K-12. SDP was also looking to partner with a program that was **inclusive, available in multiple languages, had high quality accessibility features and exceptional support.** Xello is implemented at over 250 schools in SDP and made available to over 110,000+ students in grades K-12. As of February 2025, SDP has seen exceptional engagement, including:

- ✔ **233,346** Student Logins
- ✔ **26,617** Completed Lessons
- ✔ **33,826** Educator Logins

In their first year with Xello, SDP has:

- ★ **Unprecedented Student Engagement –** Students across the district have embraced Xello at an impressive rate, with **higher login numbers, increased frequency of use, and overwhelmingly positive feedback from both students and educators**. Teachers report that students are not only engaging with the platform regularly but are genuinely **enjoying** the interactive and personalized experience. The ease of access and relevance of the content have **transformed career and college readiness from a requirement into an exciting journey of self-discovery** for students.

- ★ **Educator Buy-in at Every Level –** One of the most notable achievements in Xello's first year has been its seamless integration into **daily instruction and curriculum planning**. Educators at all levels—from counselors to classroom teachers—have praised how easy it is to implement and incorporate into their existing frameworks. Unlike other platforms that require extensive training and troubleshooting, Xello's **intuitive design and practical tools** have made it a natural fit for educators, allowing them to focus on guiding students rather than navigating cumbersome systems.

- ★ **Game-Changing Features Driving Adoption and Awareness –** Xello's **Translation Wizard and all-in-one approach** have been instrumental in making the program accessible to all students, ensuring that future-readiness is equitable and inclusive. The **interactive training sessions** led by expert administrators have also played a key role in boosting awareness and confidence among educators, making implementation smoother across the district.

These features, combined with Xello's **comprehensive college and career exploration tools**, have positioned the platform as a **must-have resource for future planning** at every grade level.

> Xello stood out to us because of their ability to provide a **PERSONALIZED LEARNING EXPERIENCE** for each student. Having lessons that are grade appropriate is one of the things that impressed us most. I love that Xello is truly a **ONE STOP SHOP** for all things college and career readiness for grades K-12. And the ability for students to **SEAMLESSLY COMPLETE TASKS AND ACTIVITIES** all in one place for our (Future Ready PA Career Readiness Indicator). State reporting is a **GAME-CHANGER** for us.
>
> – **Cathey White**, *Director of Special Projects*

References

Reference #1 - Torrington Public Schools, Connecticut	
Contact	**Amanda Torres**, *Assistant Principal* atorres@torrington.org | +1 (970) 348-3921
Project Description	**Duration**: 2023 - To date **Xello Products:** Xello for 6-12, NSC StudentTracker® Reports Torrington Public Schools had previously used Naviance but recognized the need for a more user-friendly platform with streamlined workflows and stronger customer support. After an extensive review, the district selected Xello to better serve their diverse student population in grades 6–12. **Since implementation, Torrington has seen strong engagement with over 6,300 student logins, averaging more than six logins per student. The platform has also become a key tool in the college application process: over 400 Common App forms were submitted through Xello, representing more than 80% of senior students.** Some of the district's goals included: ✔ Implementing a user-friendly, engaging platform to support all 6–12 students with a consistent approach to postsecondary readiness ✔ Ensuring accessibility through multi-language support and a family portal that simplifies communication with parents and guardians ✔ Delivering assessments, activities, and curriculum aligned with ICAP standards while supporting personalized learning plans ✔ Receiving high-quality support, training, and ongoing collaboration for a smooth rollout and lasting success

> "Xello has empowered our students to take a more active role in **PLANNING THEIR FUTURES.** The platform's **EASE OF USE**, combined with its ability to **TRACK PROGRESS** and **SUPPORT POST SECONDARY PLANNING**, has made it an essential part of our college and career readiness efforts. It's helped us create a more **CONSISTENT**, **STUDENT CENTERED EXPERIENCE** across the district."

Reference #2 - Cranston Public School District, Rhode Island	
Contact	**Roxanne Gustafson**, *Executive Director of Curriculum, Assessment and Grant* rgustafson@cpsed.net | +1 (401) 270-8000
Project Description	**Duration**: 2022 - To date (Signed a 5 year agreement) **Xello Products:** Xello for 6-12, Course Planner, Common App, Transcripts, Letters of Recommendation Cranston Public Schools began their partnership with Xello in 2022 as part of a districtwide effort to provide a more personalized, engaging, and streamlined approach to college and career readiness (CCR). The district selected Xello following a competitive review, prioritizing user-friendly design, intuitive workflows, and responsive customer support. Since implementation, Cranston has rolled out Xello to middle and high school students, integrating it into their broader CCR strategy. The platform supports course planning, application management, and student reflection through engaging, standards-aligned lessons. Students are encouraged to explore careers, build 4-year plans, and develop postsecondary goals with staff guidance along the way. **Over the last several years, the district has continued to level up with Xello.** In addition to offering lessons to middle school and high school students, they've recently rolled Xello out to elementary school students who are enthusiastic to use the program. Today, their CCR initiatives are well-integrated and achieving exemplary engagement: ✔ Over **24,000 student logins**, with students averaging **15 minutes per session** ✔ **8,167 lessons completed** by students across middle and high school ✔ **97% of all students** have used Xello during the 2023/24 school year ✔ Read the blog post: How Xello Helps Rhode Island's Second Largest School District Meet and Report on State Mandates

> What we're seeing isn't just better planning—it's a **DEEPER CONNECTION. Students** are walking into classrooms already thinking about who they are and where they want to go. And teachers are meeting them there, with **REAL INSIGHT** into each student's path. It's helped create a culture where **FUTURE PLANNING IS PART OF EVERYDAY LEARNING**, and where students feel **SEEN, SUPPORTED, AND CONFIDENT** taking their next steps

Reference #3 - Manchester School District, New Hampshire	
Contact	**Jillian Corey**, *Director of Curriculum* jcorey@mansd.org | +1 (603) 624-6300
Project Description	**Duration**: 2020 - To date **Xello Products:** Xello for 6-12, Course Planner, Common App, Transcripts and Letters of Recommendation Manchester School District chose to partner with Xello in 2020. Their ambitious CCR program includes dual enrollment courses, work-based learning, and custom lessons designed to build self-knowledge and an awareness of future possibilities. **Since adoption, Xello has become a central element of Manchester's CCR strategy.** The district has seen high levels of student engagement and meaningful usage: Today, their CCR initiatives are well-integrated and achieving exemplary engagement: ✔ Over **16,000 student logins**, with students spending an average of **15 minutes per session** ✔ **75% of all students** have used Xello during the 2023/24 school year ✔ **7,974 lessons completed** ✔ More than **1,400 Common App forms** submitted through Xello **Work-based Learning** Manchester School District recently launched Xello's WBL module to expand access to real-world learning opportunities for students. The district is laying the groundwork for a sustainable, student-centered WBL ecosystem by actively engaging both staff and students. Since the launch, students now have access to over **150 local opportunities**, including **apprenticeships, job shadows, informational interviews, and mentorships**. Early engagement shows promising momentum: • Students have viewed company profiles over **300 times** since March 2025 • Opportunities and employer partnerships continue to grow as awareness builds among students and staff

Reference #3 - Manchester School District, New Hampshire

> We've seen a real shift in how students engage with planning their futures—**75% OF OUR STUDENTS ARE ACTIVELY PARTICIPATING**, and they're spending meaningful time **REFLECTING ON THEIR GOALS**. This work is not only helping staff better **SUPPORT STUDENTS INDIVIDUAL PATHWAY**, it's also contributed to an **INCREASE IN OUR GRADUATION RATE**. The stronger connection between students and educators is driving more **PURPOSEFUL CONVERSATIONS**, a **GREATER SENSE OF BELONGING**, and **ULTIMATELY, BETTER OUTCOMES**.

Personnel Listing

City of Waterbury will be assigned a dedicated account management team focused on ensuring it achieves goals. **UNLIMITED ACCESS to the Xello team is included at no charge.**

The City of Waterbury's Xello Team



Mark Luguya
Sr. Customer Success Manager
Master of Arts in Criminology and Socio-Legal Studies – University of Toronto
+1 (800) 965-8541 x 223 | markl@xello.world

Mark will serve as the dedicated **Account Manager** for this contract. He will be responsible for ensuring that City of Waterbury achieves its strategic goals with Xello and will guide key stakeholders through any program updates, addition of new features, or opportunities to enhance or optimize usage.

About Mark

Mark has extensive experience working with districts across the country. In his time at Xello he has demonstrated skill in client advocacy and relationship building. He has developed scalable expansion playbooks and automated workflows to streamline customer success motions, significantly enhancing engagement scores and product adoption. Mark works with school districts to provide strategies and best practices to bring the most value to clients. He places districts in a position to achieve educational mandate fulfillment, as well as, their individual college and career readiness priorities for K-12 students.

The City of Waterbury's Xello Team

Mark is Passionate about AI, next-gen chips, and cloud services—always up for an Apple vs. Snapdragon debate! He is a die-hard New England Patriots & Toronto Raptors fan.



Pearl Wyman
Senior Onboarding Manager
AA, Political Science – Langara College
+1 (800) 965- 8541 x 270 | pearlw@xello.world

Pearl is responsible for overseeing proper data intake, SIS integration and course planning configuration for the participating district. Pearl will be involved on an ongoing basis to refresh information, update configurations and help train staff on key data driven features.

About Pearl

Pearl is a big picture thinker– regularly improving the efficiency of onboarding processes. Creating documentation and recommending new processes to solve blocks in Course Planner setup. She is trusted as the sole Onboarding Manager for Xello for the State of New Hampshire and has also worked directly with the South Dakota Department of Education. She maintains efficiency and clear communication with clients and team members during times of rapid change, to ensure all clients have a seamless and enjoyable experience.

A citizen of the world, Pearl has lived in Japan and is currently learning French.



Laura Weber
Senior Training Specialist
Bachelor of Science, Elementary Education and Spanish – Marquette University
+1 (800) 965- 8541 x 139 | lauraw@xello.world

Laura will be responsible for creating a professional development plan, running small group and district-wide trainings, and ensuring that City of Waterbury educators get the most out of the program.

About Laura

With over 11 years of experience, Laura has worn a variety of "hats" in the world of education, including elementary teacher, multiage teacher, middle school teacher, track coach, and assessment specialist. Professional development has always been a passion of hers. At Xello, Laura works to support educators and administrators in a purposeful and personable way to help

advocate for students' career, college, and life readiness! She has been at the forefront of educating users, most recently with all state-wide clients.

Laura has played classical violin since the age of four and enjoys hiking the 14ers in Colorado!



Matt Krawczyk

Strategic Territory Manager – Connecticut
Master of Business Administration, Marketing – Capella University
+1 (800) 965- 8541 x 163 | matthewk@xello.world

Matt will serve as the **Point Person** where she will provide oversight for the City of Waterbury and will oversee this project. She will be hands-on throughout the project, working closely with the client-facing staff to ensure deliverables are on-time and aligned with your needs. Also if it is needed, Matt will pull in other members of the Xello team, beyond the ones listed above, to ensure that you receive the support required to be successful. This could mean involving senior management, members of the executive team, or subject matter experts from the engineering or data services teams.

About Matt

With seven years of experience in the K-12 education sector, Matt has a passion for helping students and districts achieve their best.

As the Strategic Territory Manager at Xello, he has supported some of our largest clients across the US. Matt has overseen statewide contracts including New Hampshire, South Dakota, Wisconsin, Kansas, and Arkansas. He works with a diverse set of districts, varying in size and structure, including Regional School District 7 (CT), Nashua School District (NH) and Bedford School District (NH).

In his spare time, Matt volunteers with St. John Ambulance as part of their fundraising team. The donations help support local community programs such as the Therapy Dog Program and First Responders Program.



Jeff Harris

Co-founder and President
BA, Economics – York University
+1 (800) 965- 8541 x 122 | jeffh@xello.world

This account will also have **Executive Sponsorship and Oversight** from Xello's *President & Co-Founder,* Jeff Harris. He will be

The City of Waterbury's Xello Team

hands-on throughout the duration of this contract, working closely with the client-facing staff to ensure deliverables are on-time and aligned with City of Waterbury's needs. If at any time there are concerns with account management, onboarding, or training, staff are welcome to escalate issues to him.

About Jeff

Graduating from college without a clear sense of career direction sparked the idea for Xello. Grounded in his lifelong passion for career development, Jeff has helped to build Xello from three founders to an organization with over 260+ staff, serving thousands of school systems across the US.

While creating software that engages and empowers each and every student to create their successful future has always been the goal, Jeff understands the value of relationships and has worked to make Xello a true partner that schools, districts and states can count on to ensure their career development aspirations become reality.

Jeff has a long history working directly with government bodies across the US, and brings a wealth of experience and guidance for the City of Waterbury.

Jeff is the proud father of three teenagers and he's enjoying suddenly not knowing anything about anything.

Client Solutions Team

+1 (800) 965-8541 x 2
help@xello.world

Available from 8 AM - 8 PM EST to support district and school staff with inquiries about how to use Xello, troubleshoot any issues, and effectively use the program with students.

Access to Xello's Client Solutions team is UNLIMITED AND FREE OF CHARGE.

Tech Support

Our Client Solutions Team is here to help you, your staff, students, and families.

- Experts in everything!
- Available **Monday - Friday from 8 AM - 8 PM EST**
- Unlimited phone, email and **LIVE CHAT** support

- In-app contact options
- Tools to resolve issues on the spot

District staff can reach Xello for support **toll-free at +1 (800) 965-8541 x 2**. Callers will be able to speak to a live person and receive support directly over the phone from a Client Solutions expert.

Emails can be submitted to help@xello.world and a representative on the team will respond as soon as possible. The Client Solutions team has a technical SLA to respond within one business day, however, first response times have averaged **less than two hours** across all escalation types—with first response for critical or significant issues often happening in a matter of minutes.

If an issue needs to be escalated to another department or reported as a bug ticket, the Client Solutions team will work closely with the appropriate departments to summarize the issue and present the problem thoroughly and accurately to relevant departments. This could include product, engineering, or data services team members.

The Client Solutions team will convey the client's experience, and work with internal teams, including the Xello Success Manager and Onboarding Manager assigned to the client, to resolve the issue as soon as possible. Time to resolution depends on the severity of the issue; however, Client Solutions staff will remain in constant contact throughout the resolution process, keeping clients updated every 1-2 hours with new information and resolution status.

Anyone within the district can connect with the Client Solutions team for support, whether it be students, families or district staff. Support hours are unlimited. Regardless of who reaches out, or how often, the whole community will be fully supported.



> Whenever we have a problem, whether it's on our end with our own IT issues or something we don't understand, we can always get a hold of someone. And it's not a 'Hey, thanks for placing a help ticket, we'll get back to you within the next seven days,' it's a human being on the other end

walking us through it. **WE LOVE THAT!**

Emily Stevenson, (Former) *Lead CTE Counselor,*
Poway Unified School District

Xello's Support Center

Available at help.xello.world, it is designed with self-serve, multimedia, educational resources available 24/7. Information is sorted based on grade and user types (i.e. student vs. educator). Topics can be easily searched, and articles come with downloadable resources, manuals, checklists, guides, videos and other training materials.

Conflict of Interest

Xello does not have any business, financial, personal or other types of relationships with the City of Waterbury, currently or in the past three years, which may pose a conflict of interest.

SECTION 3

STATE OF QUALIFICATION AND WORK PLAN



Statement of Qualifications

Xello is honored to submit this response to RFP #8444 for a comprehensive K–12 College and Career Readiness Platform. As requested, this section outlines how our platform delivers on the **Scope of Services detailed in Section C** of the RFP.

We provide a fully integrated, equitable, and engaging solution that goes beyond compliance — supporting students in grades K–12 with tools for goal setting, planning, exploration, engagement, and postsecondary success.

Career & Academic Planning (Grades K–12)

Xello enables individualized academic and career planning for all students in grades K–12. Through self-assessments, future goals, and saved careers, students build a foundation that connects learning to life after graduation. The 4-year course planner integrates with PowerSchool and allows students, parents, and counselors to align course choices with diploma and CTE requirements.

Students can submit course plans for approval, with review workflows for educators and parents that include comment threads and version history.

For K–5 early learners, Xello offers interactive storytelling experiences that introduce community roles, decision-making, personal strengths, and early career awareness. These activities foster CCR mindsets through age-appropriate content.

Career Exploration & Assessments

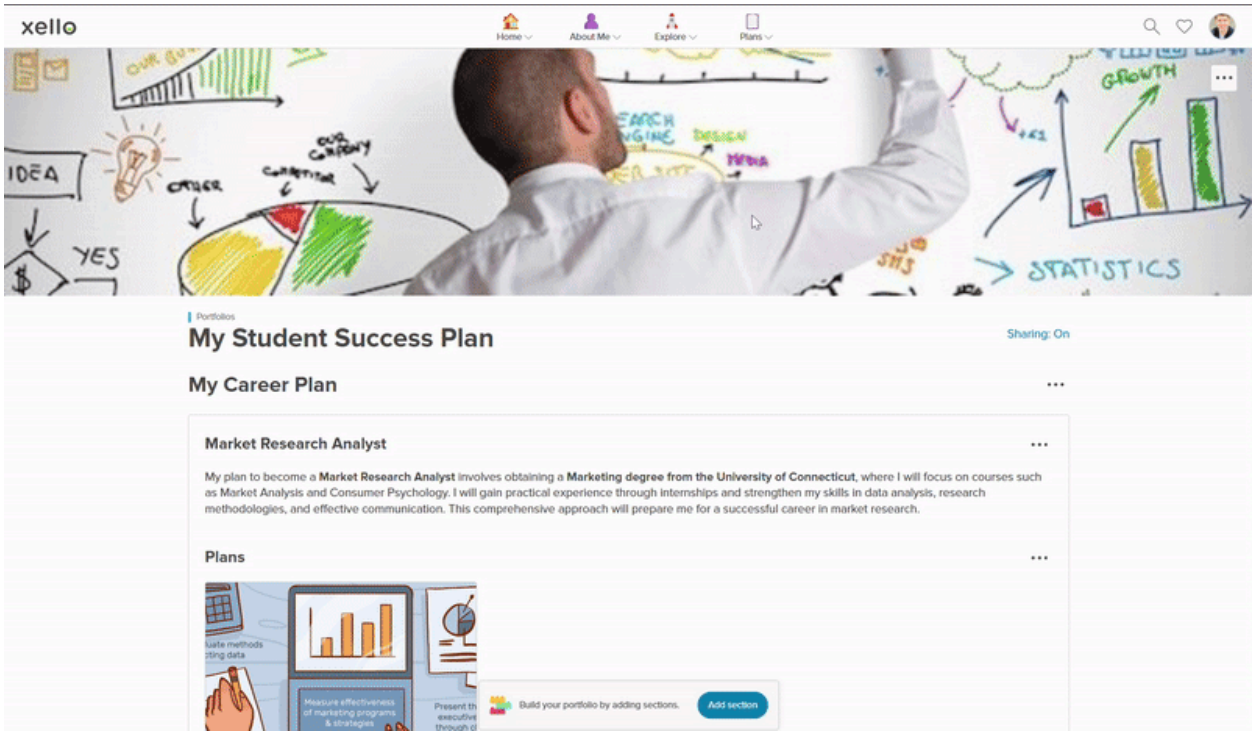
Our platform includes interactive tools such as Career Matchmaker, Holland Code (RIASEC), and Learning Style inventories. These assessments are developmentally appropriate, with content tailored to students as young as grade 3, and help students explore over 600 career profiles with embedded videos, labor data, and required credentials.

Students can compare colleges or careers side-by-side using filters that include salary outlook, tuition, job growth, prerequisites, and required credentials — helping them make informed, confident decisions.

Student Work Products: Resumes, Surveys, Portfolios

Students generate export-ready resumes and respond to educator-assigned surveys by grade or group. Each student builds a digital portfolio with saved careers, schools, goals, reflections, and assessments.

Students can generate a secure, shareable portfolio link to showcase artifacts and planning progress with colleges, internship coordinators, or prospective employers — extending the value of their CCR experience beyond the classroom.



Please see **Appendix A** to view a sample portfolio.

Student Success Plan (SSP) Management

Xello fully supports Connecticut's Student Success Plan (SSP) structure. SSP tasks such as reflection, interest inventories, resume creation, and goal setting are embedded and trackable by grade. Completion dashboards allow educators to monitor progress at the student, class, and school levels.

Students can also use Xello's integrated **Goal Setting tool** to define and track personal, academic, and social goals. Suggested steps and reflection prompts support time management, self-awareness, and self-regulation skills.

Educators can assign **custom tasks** to individuals or student groups to align SSP delivery to local initiatives, graduation requirements, or program-specific goals.

Please see **Appendix B** for a sample Student Success Plan (SSP).

Work-Based Learning (WBL) & Credential Tracking

Students and educators track WBL activities such as internships, apprenticeships, and community service. Students can log hours and attach documents. Credential tracking allows districts to upload credential lists, while students and educators upload proof of completion. Reporting tools support state, grant, or program-level compliance.

A built-in MATCH framework (Motivation, Aptitude, Time, Credentials, Hands-On Experience) helps students assess their WBL readiness and helps educators ensure equitable access and successful placement.

Experience Timeline & Skill Reflection

The Experience Timeline allows students to record academic, extracurricular, service, and employment milestones. Students tag skills gained and reflect on their growth. These entries feed into resumes and portfolios, helping them prepare for college and career with ownership and confidence.

College Planning Tools

Xello supports students through the full college application process with:

- Direct Common App integration for students, counselors, and recommenders
- Secure transcript delivery via Parchment
- Application tracking dashboards showing deadlines, recommendation requests, submission status, and FAFSA completion

College Rep Visits, Events & Communities

Students RSVP to school-hosted events and college rep visits. The Communities feature allows institutions to share updates and announcements, while students participate in moderated discussions and Q&A sessions.

Financial Aid & Scholarships

Xello provides a personalized scholarship database and FAFSA progress monitoring at the school and district level.

The Real Game, Xello's embedded financial literacy module, teaches students how to budget, plan for debt, and understand real-world financial choices. It aligns with Connecticut's graduation requirement for financial literacy (Class of 2027+).

SAT/ACT Test Preparation

Xello integrates with Methodize to provide embedded SAT and ACT test prep. Students receive access to practice questions, study plans, and review tools — all within the Xello platform.

SIS Integration, Reporting & Compliance Tools

Our data integration teams are the best in the business. From a technology interoperability standpoint, Xello works with dozens of products for seamless account management, data integration and easy access.



We offer nightly data sync with PowerSchool and Clever for grades, credits, test scores, and rosters. Real-time dashboards show:

- GPA trends
- Credit accumulation
- SSP and goal completion
- FAFSA status
- WBL hour logs
- Credential uploads

Targeted Interventions & Group Management

Educators can create custom student groups (e.g., ELL students, seniors, CTE pathway students) and assign them specific tasks, surveys, or events. This allows for targeted interventions and equity-focused planning.

Built-in survey tools allow districts to gather real-time data on postsecondary intentions, FAFSA awareness, or exit feedback — helping Waterbury respond dynamically to student needs.

Third-Party Integrations

Xello integrates with:

- **Honest Game** – NCAA eligibility tracking
- **Methodize** – SAT/ACT prep and Financial Literacy Course
- **Parchment** – Secure transcript delivery
- **National Student Clearinghouse** – Alumni tracking and outcomes data

Equity & Accessibility

Xello is fully WCAG 2.2 AA and Section 508 compliant. The platform supports screen readers, keyboard navigation, read-aloud tools, and is optimized for mobile use. Content is written at a 3rd–6th grade reading level to support all learners.

Differentiated supports are embedded for English learners, students with disabilities, and gifted and talented populations. Through **Xello Family**, parents and guardians can view student plans, saved options, progress, and task completion — with multilingual access that promotes engagement and transparency.

Additional Features & Enhancements

Xello includes advanced tools and educator-focused resources that support Waterbury's broader vision for college and career readiness:

- **Alumni Tracking**: Integration with National Student Clearinghouse enables districts to monitor postsecondary enrollment and persistence data for long-term impact tracking.
- **Educator Curriculum Resources**: Lesson plans, rubrics, and classroom-ready activities help integrate CCR into advisory periods, SEL, and transition planning courses.
- **Digital Literacy & SEL Skill Development**: By using planning tools, portfolios, moderated discussions, and financial literacy simulations, students gain real-world competencies in self-management, decision-making, and digital communication.

Implementation, Training & Support

Our Connecticut-based Client Solutions team ensures successful implementation, including SIS sync, SSP mapping, and role-based training for all staff. Unlimited support is included via phone, email, and live chat, along with ongoing access to webinars, on-demand PD, and strategic check-ins aligned to district goals.

Individual Career and Academic Planning (K-12)

Xello is an award-winning online program that transforms how K-12 students across the country are preparing for college, career, military, and future success.

In keeping with Xello's philosophy of supporting all students, regardless of their pathway or abilities, we have gone to great lengths to ensure that we support multiple learning modalities:

- All **K–5 content** written at a **Grade 3** reading level and **6–12** content at a **Grade 6** level
- The content in Xello is translatable into over **130 languages**
- As Xello is **WCAG 2.2 AA compliant**, the program is compatible with assistive technology like screen readers
- We incorporate interviews in each career profile that can be listened to as well as a variety of video content in our dashboard feed and embedded into our lessons.

- All videos also have closed captions.

- The K-5 program offers built in 'read aloud' functionality for your youngest learners, in **English and Spanish**, in addition to the translation of all written content to **over 130 languages.**

Course Planning with Career Exploration and Inventories

Xello enables students to build, maintain and revise a high school 4-year course plan, starting as early as 8th grade that is aligned to Connecticut graduation requirements.

In the coming year, we are expanding our Course Planning experience to include middle grades (5–8), empowering younger students to begin developing academic awareness and alignment with future pathways. We welcome City of Waterbury's feedback as we build and test this feature.

Xello's Course Planning module allows **students** to:

- Build a high school graduation plan starting in middle school and revise that plan any time
- Choose courses for the next academic year—**which can then be uploaded back into PowerSchool**—by the school/district
- View and select specializations
- View all CTE pathways and Programs of Study available at their high school
- Quickly see if they are on track to graduate, and any missing credits/requirements

Xello's Course Planning module allows **counselors & educators** to:

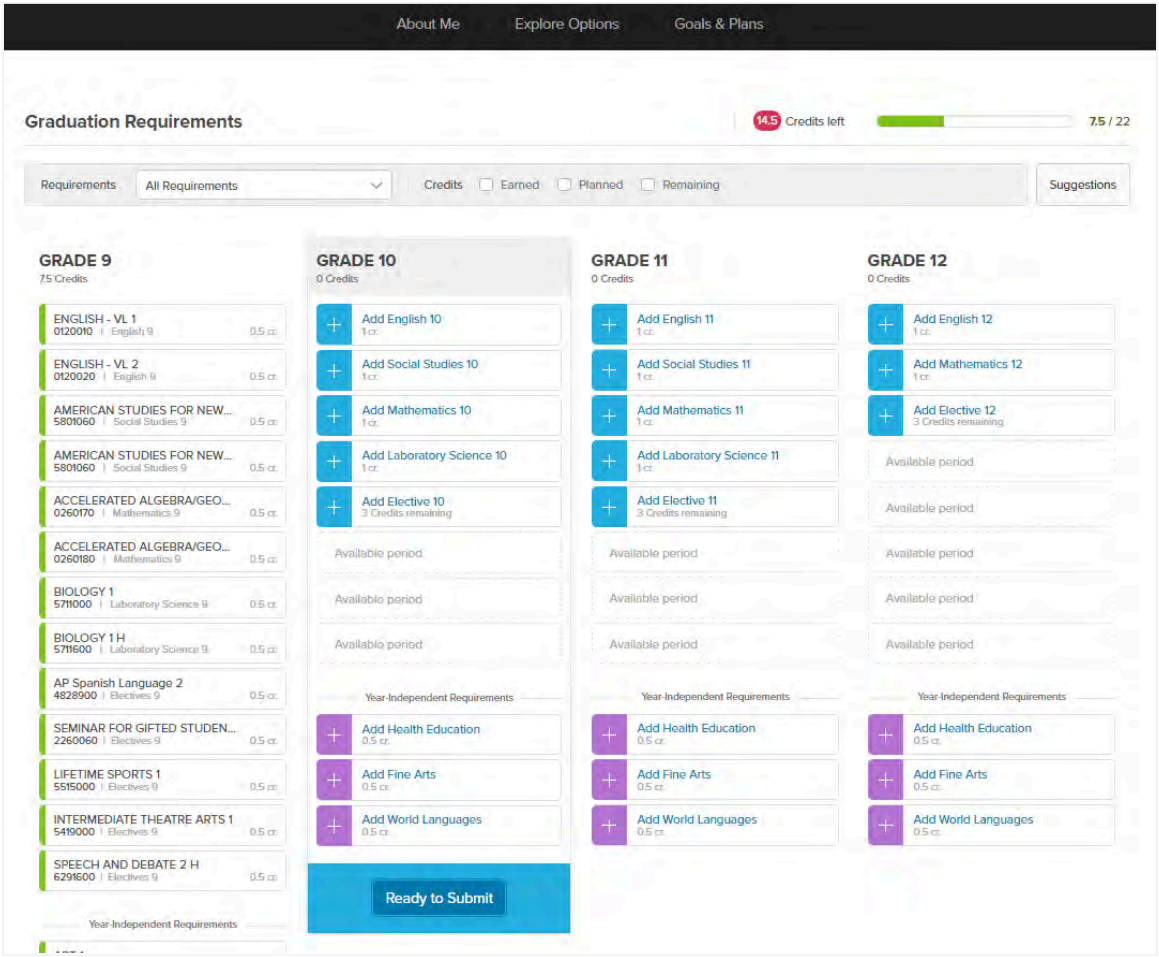
- Easily pull graduation tracking and course plan reports to help manage caseloads
- Use **automated Critical Alerts** to quickly identify which students are or are not on track
- Override anomalies for certain students on their individual plans
- Monitor which students qualify as CTE concentrators to fulfill **Perkins V** requirements

Xello's Course Planning module allows **families** to:

- View their student's course plan and course selections – but not make edits
- See their student's selection endorsements and Programs of Study
- Provide an **e-signature** on course plans and selections

Xello's course plan reporting includes the following tracking and monitoring capabilities:

- **Student Course Plans:** Review individual student course plans, credits and diplomas. Plans can be exported, and mass printed for counselor and parent signature. Reports can be run to see which students have completed their graduation plans.
- **Courses:** Update courses and run reports based on the number of students planning on taking each course.



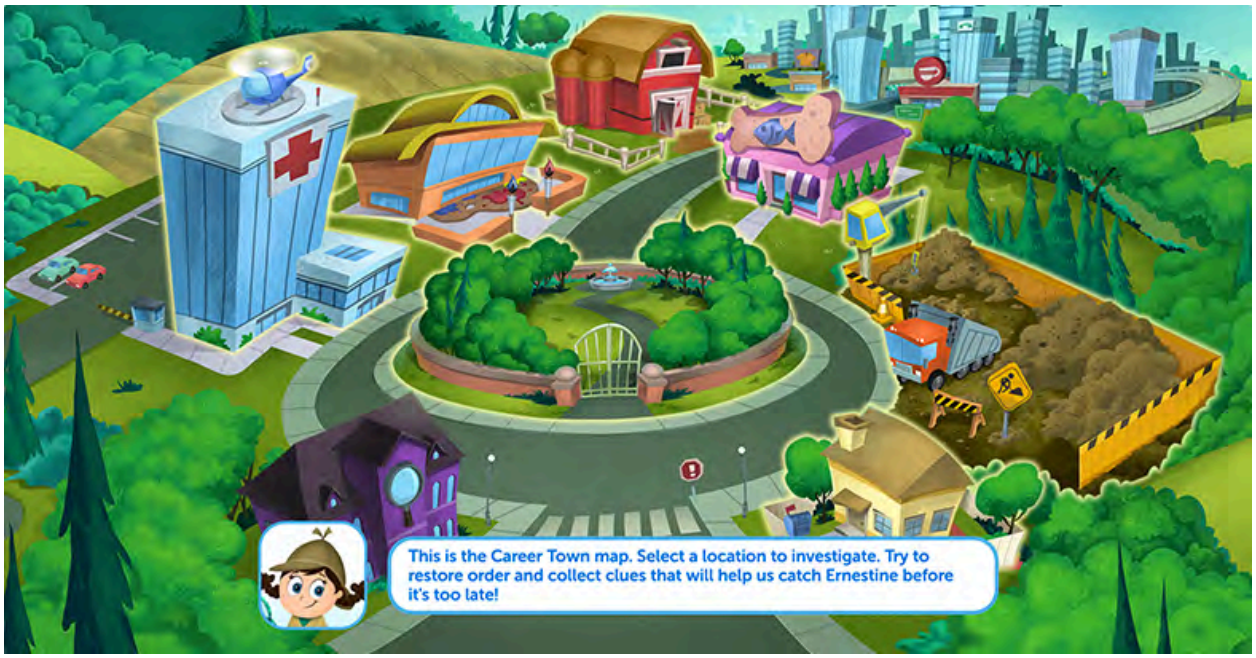
- **Diplomas & Specializations:** Review requirements for multiple diplomas and run reports on students pursuing each diploma type.
- **Critical Alerts:** See which students are on and off track towards their graduation requirements and specialized diplomas. Xello lets staff easily report on which students are missing corequisites, prerequisites or still requiring admin approval on their plans.
- **Course Planner Approval:** Parents and guardians are able to electronically sign their students' individual graduation plans.

Career Exploration Tools: Assessments, Videos, Dashboards

Xello Elementary: Building Career Awareness in the Earliest Grades (K–5)

In **Xello for Elementary**, students in Kindergarten to Grade 2 are introduced to the world of work through a narrative driven mystery that showcases not only the variety of work and workers in a community, but the importance of every role to that community.

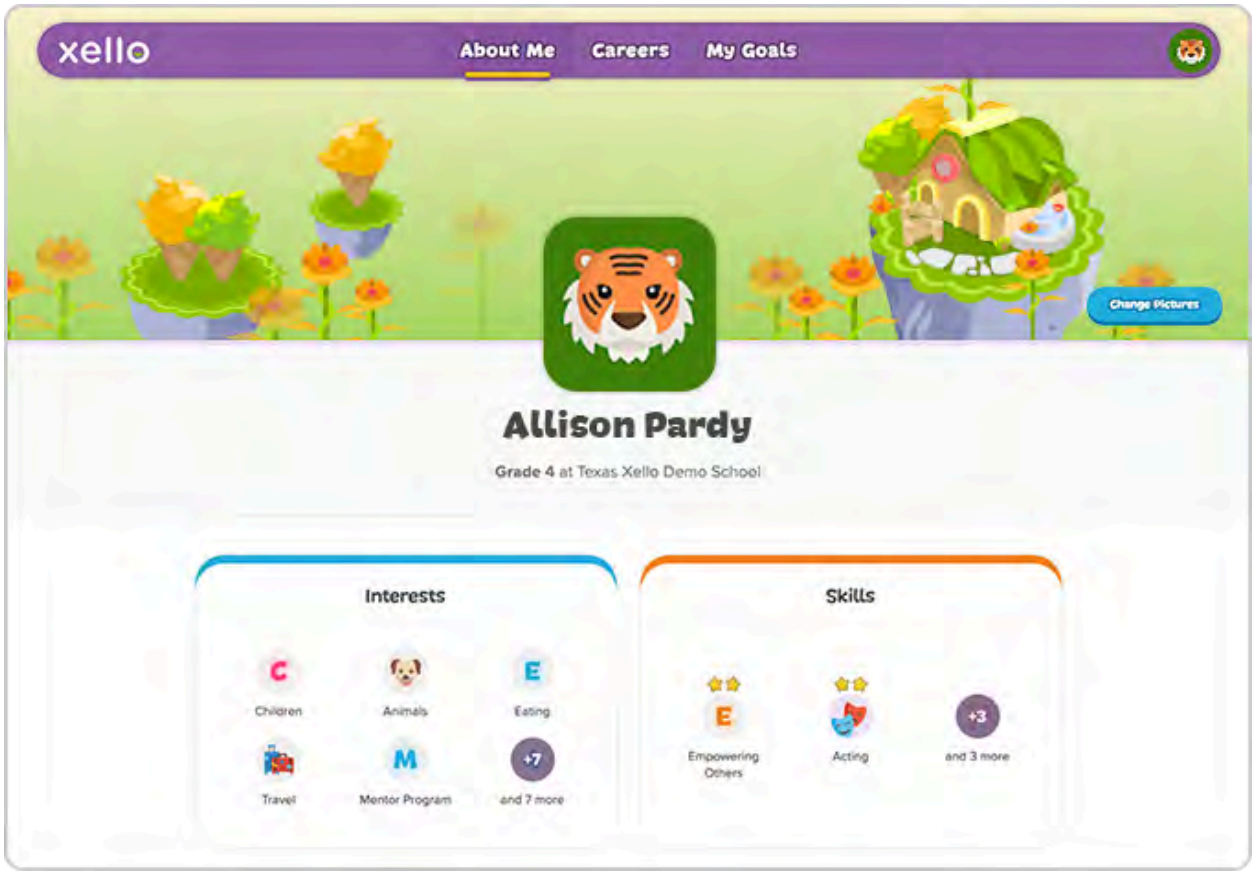
Students explore **six career locations** that represent different career paths. Each location has a unique activity for students to complete, supporting around three hours of play, or 7x20 minute sessions per grade. Students can return to the program and replay the mini-game as often as they want.



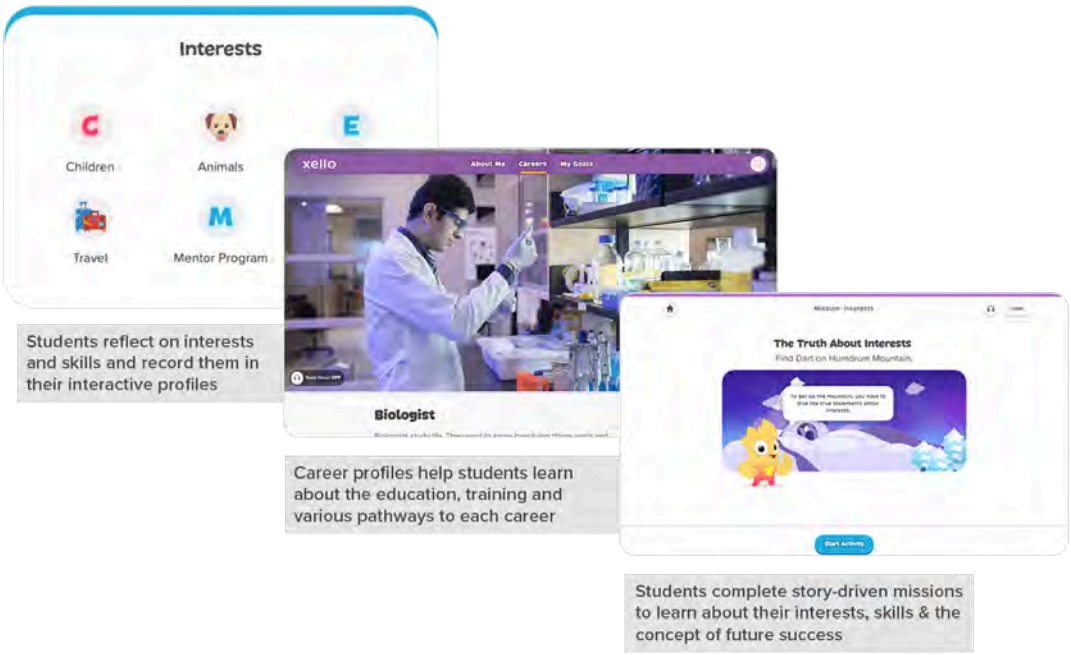
The online experience is also supplemented with a series of offline, in class activities to further reinforce what students are learning and help them apply their knowledge in, and out, or the classroom.

By the end of the 2nd grade, students have developed a baseline understanding of the world of work, and how their interests might align with career pathways.

Xello's experience for **3rd - 5th grade** students builds on this early introduction and encourages students to produce, upload, and store work that can further enrich their experience and that showcases who they are, their future goals, and their career ambitions.



With age-appropriate content and information, students develop greater self-awareness, the ability to self-reflect, and a better understanding of pathways associated with each career.

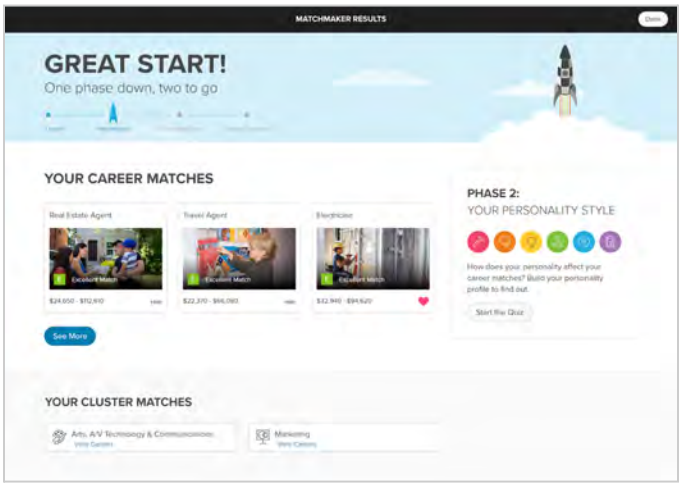


And through story driven lessons and activities, they enhance critical thinking, problem solving, cooperation, and communication skills. Students come away with the confidence and social-emotional readiness to smoothly transition from elementary to middle school.

Xello 6-12

The **About Me** section of Xello is where students build critical self-awareness. Xello encourages students to build self-awareness in a variety of ways.

Xello's **career matching assessments** are accessible from the student **Dashboard** as soon as they log in, or the student's **About Me** section. Xello's assessments include:

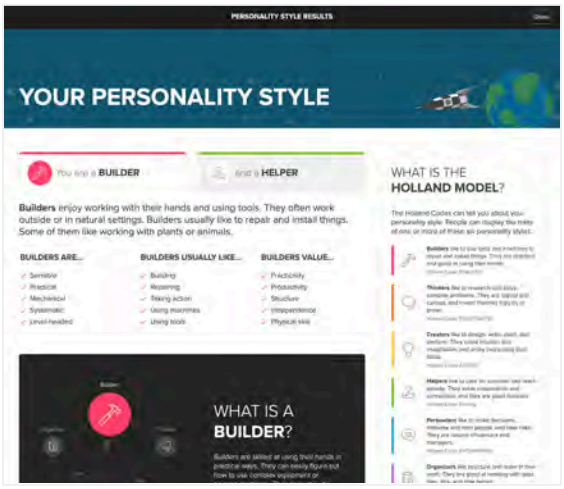


- **Career Matchmaker Interest Inventory:** Students answer questions about their interests. With an easy to understand, visual scale, they are asked about their likes and dislikes and then

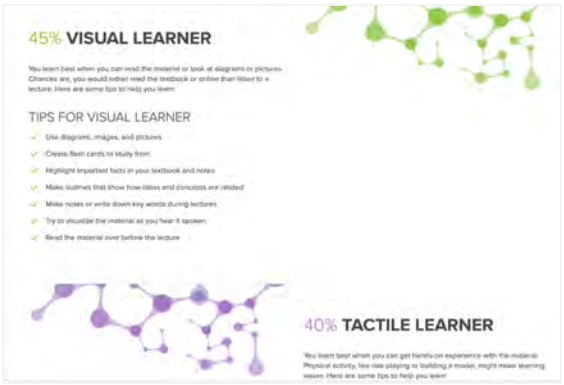
suggested careers based on their interests. There are three phases to the quiz.

With each phase, career matches are re-ranked to align with student interests. The results of Xello's Career Matchmaker assessment have been verified as a scientifically valid and reliable predictor of career suitability. It can be reset to allow students to retake it as they gain additional experience and knowledge.

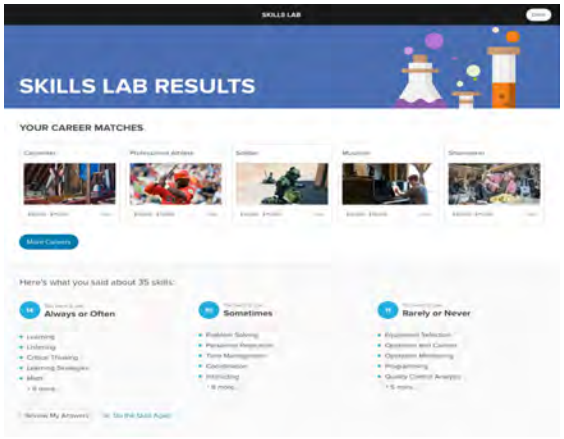
- **Personality Style Assessment:** Based on the Holland Code, this assessment captures the situations and opportunities that motivate students. They gain insight into the work best suited to their character and how their personality aligns with different work environments. Answers from this assessment help to further tailor career matches—ensuring students are presented with options that feel relevant.



- **Learning Style Assessment:** Students explore their learning style preferences by answering a series of questions to determine if they are an auditory, tactile, and/or visual learner. Students are provided tips to help them learn based on their learning style results. The screen to the right is an example of the results students get after completing their Learning Style Assessment.



- **Skills Lab Assessment:** Students in 9th - 12th grades answer a series of questions to identify how frequently they would like to apply certain skills, helping them understand how their own unique abilities and preferences impact their future academic and career options.



Once these assessments are complete, students better understand how their interests connect with career options. They can then apply these insights as they research careers, educational qualifications, colleges or other post-secondary institutions that offer relevant majors or training aligned to their interests and career goals.

Career Clusters

As students complete their assessments, they are matched with career clusters that may interest them. They can learn about each cluster with a brief description of work associated with the cluster, and sample careers. Students can then save clusters they are interested in.

Clusters are organized based on the nationally recognized sixteen career clusters and are a great tool to help students navigate their career options and define their educational path.

Student Goal Setting & Pathway Planning

Xello empowers students to take ownership of their future through interactive goal setting and personalized pathway planning. The platform enables students to:

- Set personal, academic, financial, and community goals with manageable to-do lists and reflection prompts.
- Create custom post-secondary plans around multiple pathways, including college, career, apprenticeship, military, entrepreneurship, and more.
- Add next steps, deadlines, saved schools or careers, and notes—encouraging autonomy and structured progress.
- Indicate level of commitment (e.g., “Going for it,” “Still considering it”) to support more nuanced advising conversations.
- Educators and families can view goal completion and pathway planning activity through real-time dashboards

By embedding this into students’ digital portfolios and aligning with SSP completion tasks, Xello transforms planning into a *living, student-owned process* that supports Waterbury’s vision of “All Students, All Pathways”

Support for Diverse Learners (ELL, SPED, Gifted)

One of the primary hallmarks of Xello is Equity & Accessibility for All. We firmly believe everyone deserves the opportunity for future success.

Xello is the ONLY college and career readiness program that delivers an experience that EXCEEDS WCAG 2.2 (Level AA) standards

The program supports full keyboard, screen reader, and low vision accessibility. Plus, with content written at 3rd and 6th grade reading levels, availability in multiple languages, and visuals that showcase diversity, all students will be able to visualize and plan for their future success.

Core Components of Accessibility

A myriad of techniques have been implemented to make Xello accessible. Here are some of the main pillars of our accessibility strategy:

- Color contrast and font sizes meet the standards described in WCAG 2.1 Level AA
- Captioning for all audio and video content
- Full keyboard accessibility
- Use of ARIA-live regions for screen readers

Screen Readers

All screen readers that support the above standards are compatible with Xello. To verify that we are meeting these standards, we test with the following screen readers:

- NVDA in FireFox on Windows
- VoiceOver in Safari on Mac and iOS
- JAWS in Internet Explorer on Windows

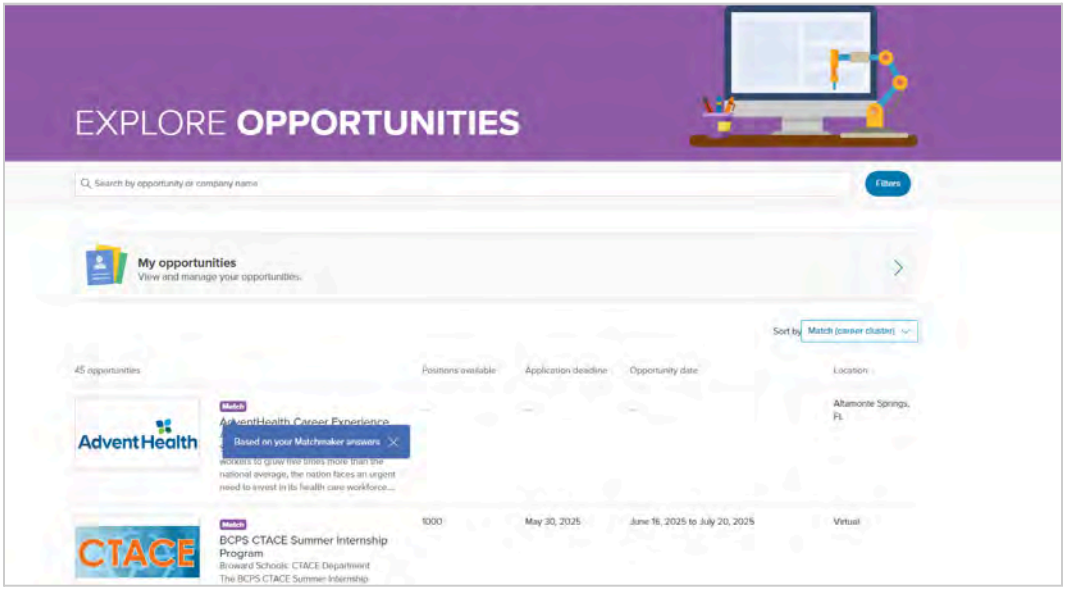
Other screen readers will also work with Xello if they are compliant with the standards listed above.

Work-based Learning and Credential Documentation

Xello's work-based learning (WBL) module bridges the gap between education and the real world. This module makes local employers and hands-on work experience easily accessible for all. Students are able to develop the employability skills companies value.

Xello allows for tracking for all WBL opportunities including opportunities added by the district, opportunities added by the student (with approval), and opportunities where students apply directly with the employer.

- ✔ With time-saving features like **hour tracking and e-verification**, and a central database to manage all WBL opportunities and contacts, Xello helps save educators time and engage students with WBL experiences.
- ✔ In order to easily identify which WBL opportunities are aligned with a student's interests, students and educators will see a **"MATCH" indicator if an opportunity matches their career cluster interests.**



The WBL module supports the management of a local partner database and the set-up and tracking of various work-based learning opportunities, including:

- Apprenticeships
- Internships
- Workplace Tours
- Guest Speakers
- Career Fairs
- Informational interviews
- Job shadows
- Service Learning

Xello brings WBL into students' exploration, with companies and opportunities included on the career pages students match with.

Xello enables districts to manage and track micro-credentials, certifications, and badges directly within the program, in addition to promoting and highlighting key credentials that are essential for skill development or job attainment. Certifications/credentials can be created as a custom lesson or assignment and assigned to specific student groups, giving educators flexibility to easily adapt programming based on student needs. Micro-credential tracking is on Xello's roadmap.

Students are able to add details of any credential they are working towards or have earned, upload a digital copy of a certificate, see details of any credentials recorded on their behalf by educators, include credentials in their resume and their digital portfolio in Xello.

We also know Educators play a key role in this process, so we make it simple for them to manually input or upload a list of credentials to Xello to create a picklist for students and educators to choose from, add credentials on behalf of students, track students credentials and provide the reporting the district and state needs to ensure compliance and completion as needed.

In addition, parents will be able to see any credentials added to their child's account via Family Portal

Student Information System Integration (PowerSchool)

Today, there are approximately **750 districts across the country using PowerSchool integration with Xello**. This is a seamless, automated, frequent, and reliable process. Our Onboarding Managers, well-versed in PowerSchool integration, will guide each District through the process, ensuring a smooth and successful data integration. You'll find a step by step guide for importing data from PowerSchool at www.xello.world/powerschool.

Data integration allows Xello to securely exchange data with SIS systems to:

- Create student, family, and educator accounts
- Assign students to educators
- Create custom groups of student
- Roster students based on course enrollments
- Import student course history

Data integration also takes care of tasks like deactivating, transferring, promoting, and updating accounts, as long as the information in the SIS and/or file-based transfers is kept up to date. You will work with your Onboarding Manager to set-up the integration.

Xello works with Clever and One Roster as well as dozens of SIS systems through both APIs and file-based transfers. Data integration allows Xello to securely exchange data with SIS systems to:

- Create student, family, and educator accounts
- Assign students to educators
- Create custom groups of students
- Roster students based on course enrollments
- Import student course history

College Planning & Applications

Students can seamlessly navigate the entire college journey within Xello, from connecting with college ambassadors and representatives, to managing applications, applying directly through Common App, sending transcripts via Parchment, matching with scholarships, and accessing vital information through the Knowledge Hub. Students stay on track, not only with application deadlines, but with task due dates, ensuring all activities needed for an application stay front and center. Intuitive planning is built into Xello's DNA, allowing students and educators to have visibility into requests, statuses, and action items – ensuring everyone has the right data at the right time making next steps clear. Xello has the necessary tools and automation to enable a smooth and orderly college application season**—available at no additional charge—**including:

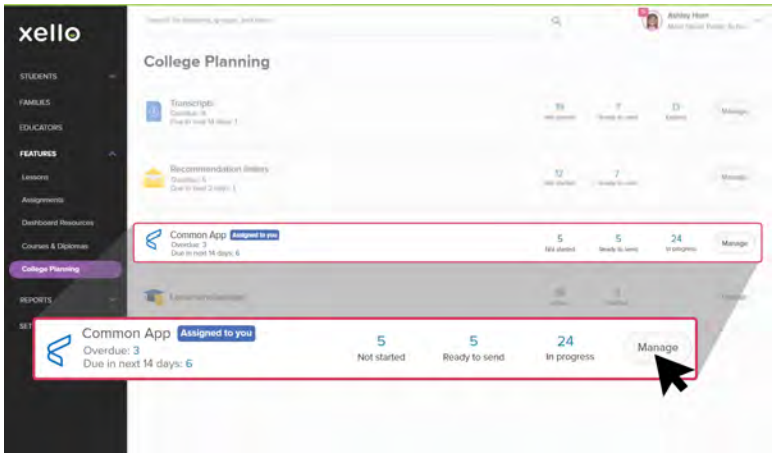
- **Student Application Management and Submission –** An application tracker empowers students to track application milestones, making time management and planning easier. Tracked information includes:
  - Application method and deadline by admission type
  - FAFSA deadline
  - Letters of recommendation request & submission
  - Transcript request & submission

  As students create and track their application tasks, an **Important Dates** section is automatically updated, providing students with an at-a-glance view of key dates and important deadlines. This makes it easy for students to keep track of all their tasks, including fee waivers, interviews, and sending test scores.

- **Electronic Documentation Tool –** Xello thoroughly supports the college application and submission process through the ability to manage college applications, transcripts, and letters of recommendation directly in the platform, to both Common App and non Common App schools. Through our **integration with Parchment**, students can request and send **transcripts** and **recommendation letters** electronically to postsecondary schools in Parchment's expansive network. Both students and educators get real-time

status updates that provide instant visibility into document progress at every step, all from within Xello. **For counselors and teachers, Xello's Educator Portal makes it easy to monitor and manage transcript recommendation letters.**

- **Advanced Transcript Management Tools** – Xello's Educator portal makes it easy to monitor and manage transcript requests. District staff will be able to:
    - Import student transcripts
    - Update transcripts
    - View latest requests
    - Send transcripts directly to institutions, including email send capability for out-of-network institutions
    - Track transcript progress, at an aggregate and individual student-level
    - Bulk import transcripts
    - Bulk send transcripts
    - Send transcripts on behalf of a student
    - Record and track transcripts sent out-of-network via post mail
- **Ability to Communicate with Outside Universities** – Students can communicate with all universities directly in Xello or through our integration with Common App. Students are able to connect their Xello and Common App accounts and request counselor forms and teacher recommenders for Common App schools from directly within Xello. For counselors and teachers, the integration with Common App centralizes all application management and tracking within Xello so there's no need to toggle between Xello and Common App accounts. Counselors and teachers can complete their Common App profiles, forms, and student requests in Xello – complete with email notifications and progress tracking. **These features are available at no additional charge.**



- **Cost of Attendance and Financial Aid Resources –** Xello offers a one stop shop for **scholarships and financial aid information** helping students and families explore and plan for how they will pay for college. With content that's written at a 6th grade reading level and structured in an FAQ format, students and families can quickly and easily learn about scholarships, FAFSA, grants, work-study, and loans, in their preferred language.

Database of Postsecondary Options (K-12)

Xello has a database of **over 3,500 postsecondary institutions and 1,400 majors** for students in middle and high school and their families to search, explore, and save. This includes national, state specific and local school options—**including 2-year colleges, 4-year colleges, military, and vocational training options.**

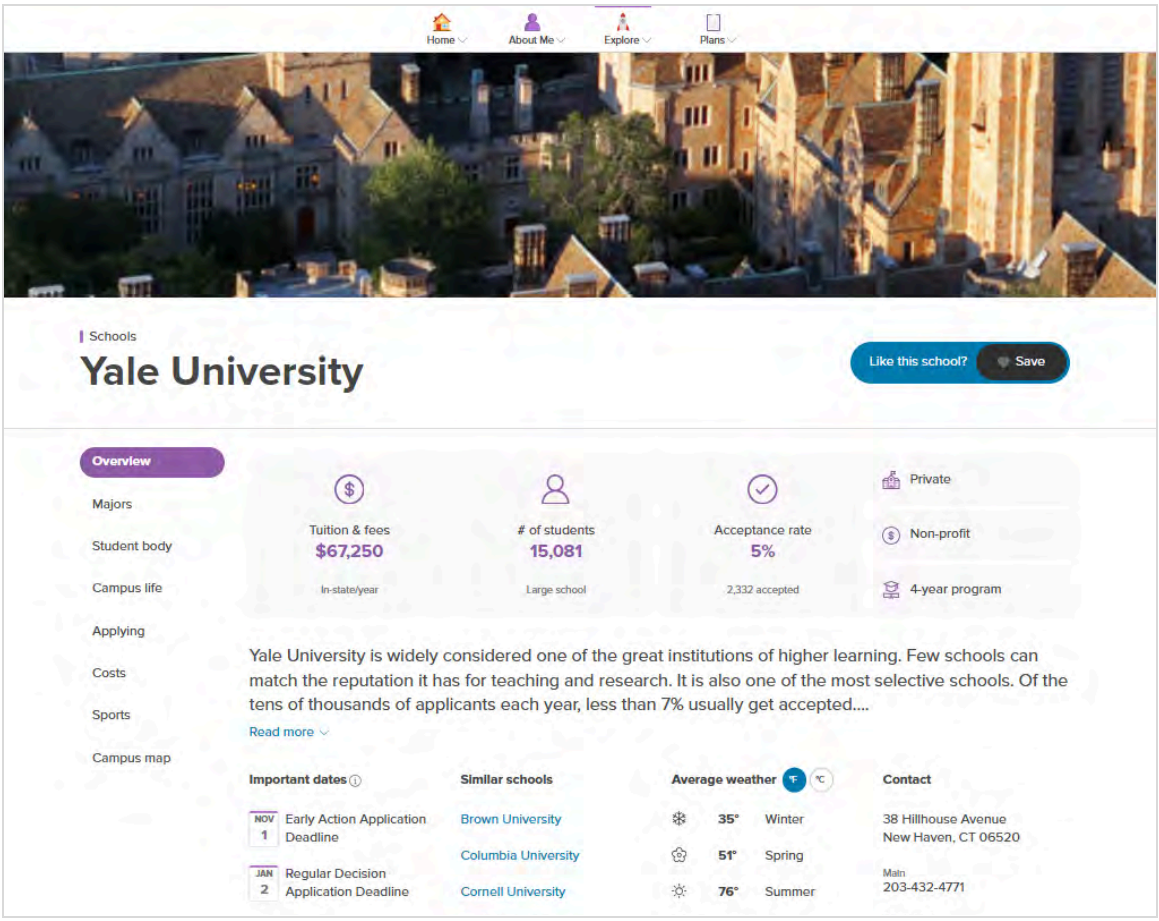
With a combination of **student-friendly school descriptions** and graphical data representation, students get a clear picture of their postsecondary options and can save their favourites.

Students can research schools by name, or use any of the filters below:

- Location
- Cost
- Enrollment Size
- Campus Setting
- Type (Private/Public)
- Program Length
- Areas of Study
- Selectivity Test Scores
- Sports

School profiles have been developed using information from Peterson's CollegeData and are written at an accessible 6th grade reading level – they include detailed information about:

School	Application	Financial	Majors
Details about the campus, enrollment, and student population	*Information about the requirements for a successful application*	*Information on how to pay for college and what costs to expect*	*A list of programs offered and their associated degrees/certificates*
✓ Ethnicity ✓ Gender ✓ Campus setting ✓ Housing ✓ Sports & clubs ✓ Climate ✓ Address ✓ Map & virtual tour	✓ Average GPA ✓ SAT/ACT score ✓ Transcript ✓ Interview ✓ Essay ✓ Entrance exam ✓ Letters of recommendation ✓ Extracurriculars ✓ Admission factors ranked by importance ✓ Important dates	✓ Estimated expenses ✓ In & out of state cost breakdown ✓ Financial aid options ✓ Important dates	✓ Certificates ✓ Diplomas ✓ Undergrad degrees ✓ Graduate degrees ✓ Ability to click to learn more about each major



Majors

Students can learn more about what certificate, diploma or degree is required by exploring over **1,400 majors**. They can be accessed from career profiles, or from **Explore Options**.

Students can save majors of interest. As with careers and school, counselors and teachers can report on what students have saved to help support their future goals.

Each major profile contains:

- Degree/certificate options (certificate, diploma, associate, bachelor's and/or graduate)
- Major description
- Related careers and other related majors
- Typical courses associated with the major
- Schools that offer the major, with the ability to filter by state
- Degree/certificate options by school

Scholarship Search, Internships, Military Pathways

Xello offers both a Local and National Scholarship database for students, families and educators. Students have the ability to:

- **Search** scholarships by name or keyword,
- Identify best fit scholarships by filling out their **personal scholarship profile**, which will automatically match them with scholarships
- Use date and grade **filters** to further refine their search
- **Save** and build a shortlist of scholarships they are interested in
- Self-report on application **status** to identify those they have applied to and/or won

Within **Local Scholarships**, students can browse the local scholarships that their district educators have added into Xello. Local Scholarships can be made available for either all students within the entire district, or customized at the high school level.

Xello's National Scholarships include **6 million national, institutional and state scholarships**. Students are matched to scholarships based on their profile information to ensure they are finding the most relevant matches.

Reporting around scholarship outcomes and student interest are available for Educators.

For more information please watch Discover your scholarship options and read Unlocking Potential: Scholarships Have the Power to Transform Lives.

Within Xello's work-based learning (WBL) platform, students can search for a variety of opportunities such as internships, apprenticeships and paid work. These opportunities can be searched in alignment with a student's career or pathway of interest and they can filter opportunities by factors such as distance, duration, career cluster and more.

Companies also have the ability to create company profiles in Xello where they can share corporate information and the types of work-based learning opportunities they offer.

Xello helps students explore options and create plans based on **nine postsecondary pathways**:

- Career
- 2-year College or 4-year College
- Major / Program / Course or Apprenticeship
- Technical or Vocational Training
- Military
- Straight to Work
- Being an Entrepreneur
- Supported Training or Living
- Gap Year

Career Readiness Features and Labor Market Insights

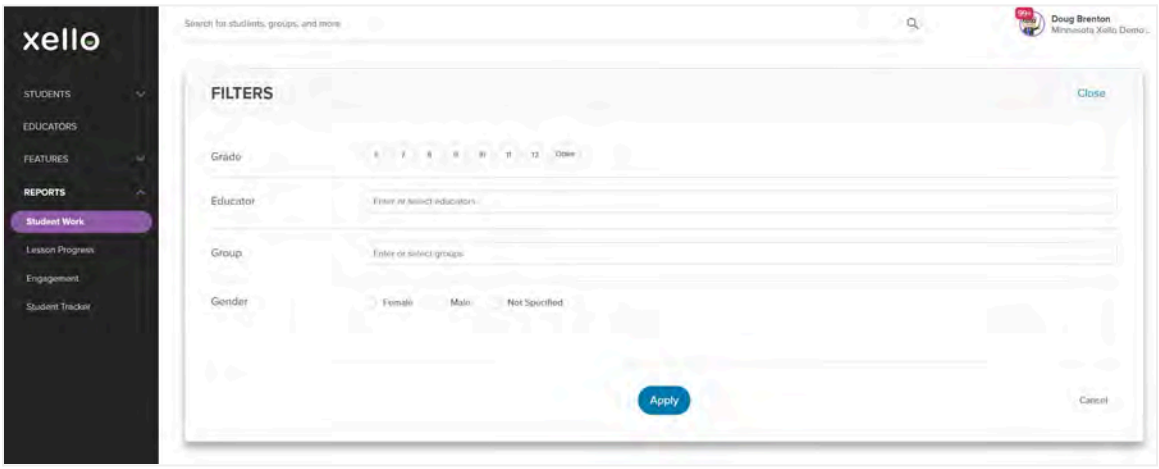
All of Xello profiles include local career data including local earning information for Connecticut, with the option for students to easily toggle to view salary information for other states as well.

Earnings are separated into entry, median and experienced so students see how earnings can grow with experience in that career.

Dashboards for Staff (Counselors, Administrators)

Xello makes it easy for district administration, counselors, and teachers to track and measure student progress, test scores, pathways and more. The program comes with the flexibility to track student work on a per-student, class, group, district or school level. Xello's dashboards include:

- **Student Work:** Here, educators gain a comprehensive snapshot of individual student journeys. With insight into how students engage with Xello – from completing profiles to selecting majors – educators can provide personalized instruction to support student goals. For counselors and college and career specialists, this dashboard is an essential resource for understanding individual student interests so they can provide more tailored guidance on academic and career paths.



- **Lesson Progress:** This dashboard offers a specific focus on tracking student lesson engagement, providing valuable data for educators to track lessons that are not started, in progress, or completed.

- **Engagement:** The Engagement dashboard is a valuable tool for tracking login frequency and identifying students who may require additional support. This dashboard can be used to gauge overall engagement, identify low-usage periods, and enhance program usage.
- **College Application:** This dashboard keeps track of the college application process in real time. It displays which transcript and recommendation letter requests need attention, which Common App forms are assigned, and the status of local scholarships. This way, all crucial elements of the application process stay under control and up to date.
- **Course Planning:** Xello's Course Planner tool helps Educators—and Students—build a four-year high school course plan. Xello integrates with the SIS to ensure accuracy and to make the planning process quick and seamless for all involved. In the Educator Account, reports can be run to assess students' progress in planning their four-year courses, their diploma and specialization progress, or quickly see a summary of any alerts. The plan can easily be sent to parents/guardians to view and approve electronically.
- **Lesson Progress:** This dashboard offers a specific focus on tracking student lesson engagement, providing valuable data for educators, particularly counselors and college and career specialists. With lessons categorized as not started, in progress, or completed, educators can make sure no student falls behind academically.
- **Assignment Progress:** By offering a focused view on the status of student assignments, this dashboard becomes a vital tool for maintaining academic momentum. Real-time progress reports provide actionable data for educators, while principals and district administrators can use this dashboard to evaluate teaching effectiveness and make necessary improvements.

> "Xello supports the entry of courses that can easily be imported into our SIS. **COURSE ADVISEMENT HAS NEVER BEEN SO EASY**. Xello's customer service is unmatched, and the team makes you feel like you're the only client on their caseload."
>
> – Trina Harris, *Director of Counseling Services*
> Crowley Independent School District (TX)

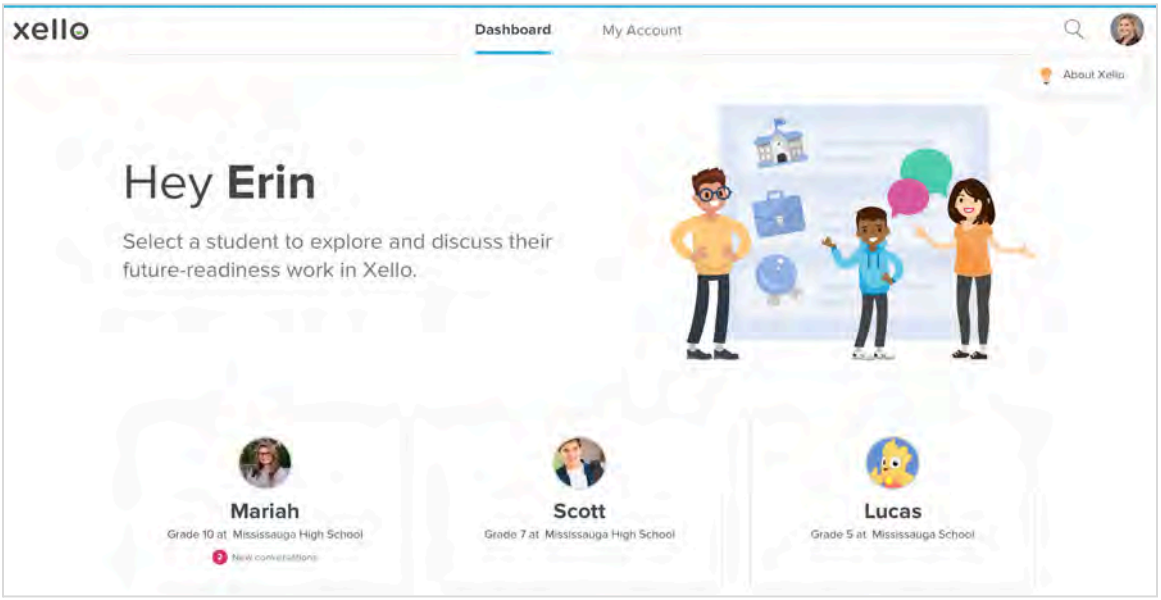
Parent and Student Access to Tools and Dashboards

Xello Family provides a portal for parents/guardians to access, engaging them in their child's work and plans in Xello.

Families have full access to a student's work so parents and guardians are able to get deep insight into their child's progress and plans. Families with multiple children are set up with a single point of access for increased efficiency and transparency.

In addition, family access also provides a demo student experience so parents and guardians can experience the college, career readiness journey along with the students and access key resources including FAFSA information.

Parents/guardians can also approve students upcoming course selections, full course plans, and receive messages from educators.



Real-Time Student Metrics (Credits, Service Hours, CTE)

Xello makes it easy for district administration, counselors, and teachers to track and measure student progress. The program comes with the flexibility to track student work on a per-student, class, or school level. Educators can even create custom groups to track specific segments of the student population. On the following pages you will find how Xello helps educators easily manage, track and measure student progress.

Reporting Capabilities & Custom Reports

Xello's reporting includes both powerful built-in tools and the ability to request custom reports tailored to district-specific needs. Whether using our out-of-the-box options or collaborating with our data team for advanced SFTP-based exports, Xello ensures that districts get the insights they need, when they need them. The platform offers dozens of real-time, ready-made reports that track student usage, assessment completion, and planning progress with precision.

Accessible for district and school staff, these reports present data in a visual, easy-to-understand format. They're designed to help administrators, counselors, and educators run unlimited reports and filter data to better understand students both at an aggregate and individual level. All data is automatically updated nightly to ensure accuracy and timeliness.

Xello's reports include tracking for the following:

	K - 5th Grade	6th - 12th Grade
Student Work *These reports track students' activity in key areas of the program, including how they have completed their About Me profile, assessments, saved careers, schools, and majors. Student Work reports also include in-depth reports on Course Planner progress, including course planner completion, course planner alerts, diploma completion and more. Reports include:*	✔ Skills ✔ Interests ✔ Saved careers	✔ Matchmaker results – suggested careers ✔ Suggested clusters ✔ Personality styles ✔ Learning styles ✔ Skills ✔ Interests ✔ Saved careers ✔ Saved clusters ✔ Saves schools ✔ Saved majors ✔ Plans ✔ Course planner submission summary ✔ Student count by courses ✔ Student count by diploma ✔ Courses pending approval ✔ Students without pre-registration ✔ Graduation plan completion ✔ Critical alerts ✔ College applications ✔ College, career and

	K - 5th Grade	6th - 12th Grade
		military readiness indicators ✔ Experience – work, volunteer, education, life, etc.
Lesson Progress *These reports track whether students have not started, are in progress, or have completed their Lessons.*	✔ Completion by student ✔ Completion by grade ✔ Completion by lesson	✔ Completion by student ✔ Completion by grade ✔ Completion by lesson
State Mandate Report *This custom report tracks student progress and completion of mandate requirements.*	✔ Completion by student ✔ Completion by mandate requirement ✔ Completion by custom data	✔ Completion by student ✔ Completion by mandate requirement ✔ Completion by custom data
Assignments *These reports track whether a student has or has not completed their Assignments.*	✔ Completion by student ✔ Completion by grade ✔ Completion by assignment ✔ Reviewed by teacher – grades 3-5 only	✔ Completion by student ✔ Completion by grade ✔ Completion by assignment ✔ Reviewed by teacher
Engagement *These reports will show how often and how recently students have signed in to Xello.*	✔ Logins by day/month/student ✔ Logins by grade ✔ Logins by educator	✔ Logins by day/month/student ✔ Logins by grade ✔ Logins by educator
College Planning *These reports track both student and educator college planning updates in Xello, including college applications by institution, scholarships, and Common App applications progression.*		✔ College applications by institution ✔ Added scholarships ✔ Common App counselor forms ✔ Common App teacher evaluations

Xello's reporting capabilities include:

- **Ability to Create or Request Custom Reports:** For more advanced and tailored data needs, Xello's data team can collaborate with the district's IT or analytics team to define custom reporting requirements. Once requirements are finalized, Xello can establish a nightly Secure File Transfer Protocol (SFTP) feed that automatically generates one or more custom CSV files. This allows districts to integrate Xello data into internal dashboards or data warehouses for deeper analysis and reporting flexibility. All custom reports are created **free of charge.**

- **Ability to Export to Excel:** The Data & Export feature is a dropdown menu that can be found throughout every educator's account. This feature allows administrators, counselors, and teachers to export almost any list or report in Xello to a spreadsheet that can be locally saved to view and manage. Data can be exported as either an Excel file or CSV.

- **Unlimited Access:** as long as [Client Name] remains a Xello client, they will have unlimited reporting capabilities at the district and school levels. There are no caps to the number of reports that can be pulled annually.

- **Filtering:** the ability to filter reports by grade, group, gender and other attributes to drill down to a specific subset of students and their performance.

- **Alumni Tracking:** Xello has partnered with **National Student Clearinghouse (NSC)** to provide clients with reports that gauge the college success of high-school graduates. With the NSC integration, **districts are able to access reports to understand post-secondary enrolment and persistence trends of their alumni.**

Measuring Progress per Student & by Student Groups

Xello enables tracking and measurement at the district, school, class and student-level, allowing educators to filter and track specific student groups and the progress of various populations.

Progress per Student

Educators can track individual student progress in two ways:

- **Review the Individual Student Profile:** educators can click into a student within the Student List and see a complete portfolio of the work students have done, including their course planning and lesson progress.

- **Per Student Reports:** Educators can pull reports that showcase individual student work including their suggested careers, assessment results, skills, interests, saved careers, plans and course plans.

Creating and Tracking Student Groups

Groups of students can be used to easily filter lists and reports, create assignments for select students, track specific segment progress, and more. Students cannot see the groups in which they have been placed.

To create a new group, educators simply need to login to the Educator portal, click **Students** and select **Student Groups**. They can then click **Create Group**. Educators can give the group a name and then add students, either search by student name or ID, or by clicking **Select Students** to browse and choose students from the student list. Clicking **Filters** on this page easily narrows the student list by grade or assigned educator.

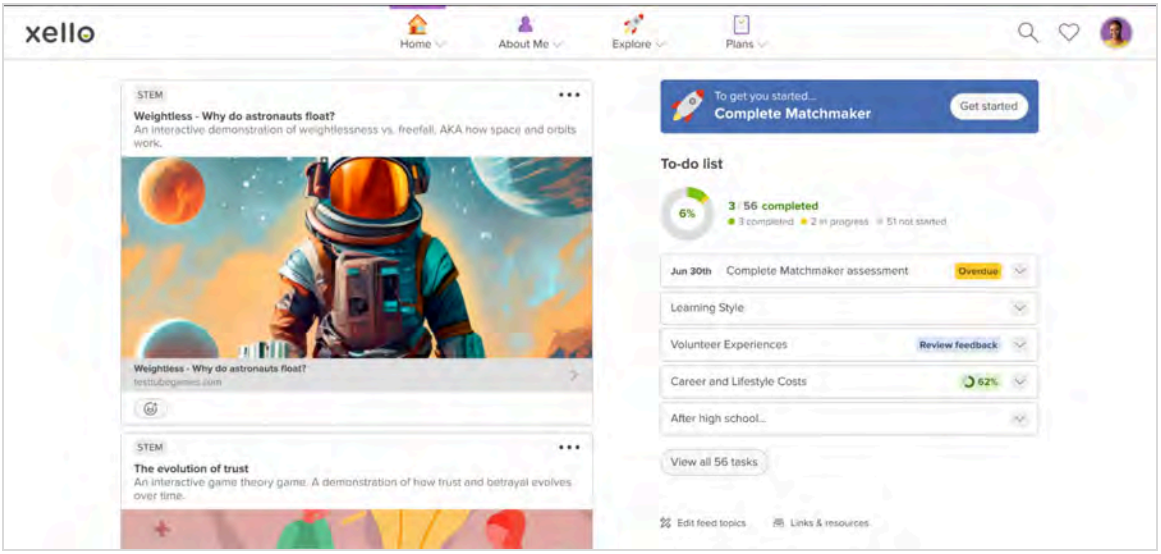
To track the progress and work of a particular student group, Educators can login to the Educator portal and click **Student Work** under **Reports**. They can choose from a number of reporting categories including assessment results, saved careers, plans, course plan submissions and college applications. After choosing a reporting category, educators can select **Filter** to track and measure a specific student grade or group.

Educators can adjust groups at any time—adding and removing students as necessary. They can review the individual students within a group by logging into the Educator portal and clicking on Student Groups in the Student section.

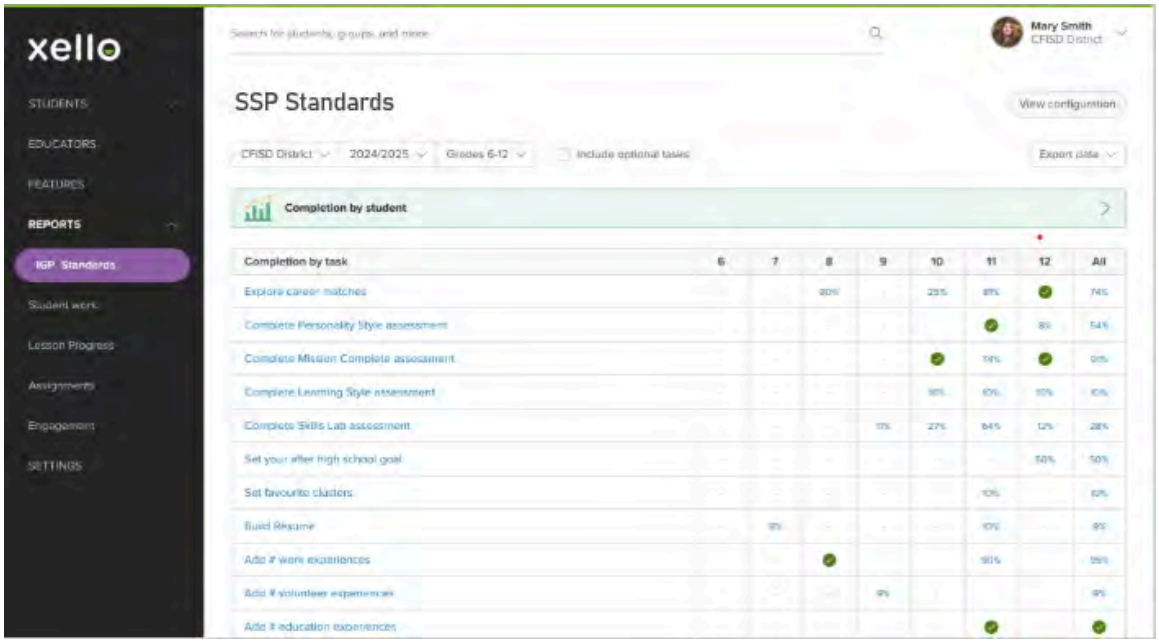
Data Analytics on Engagement and Postsecondary Trends

The **Completion Standards and Student Task Lists** features in Xello guide students towards their college and career readiness goals with greater clarity, structure and accountability. The functionality empowers districts to tailor activity and tasks for each grade level, including all types of SSP activities.

All tasks and lessons configured on the educator side will appear in a task list on each student's dashboard, providing them with a central place to keep track of what they should be completing in Xello. Tasks are associated with activities in Xello and will be automatically marked as done after a student completes the associated activity e.g. completes Career Matchmaker Assessment. **Automated Critical Alerts** quickly identify which students are or are not on track to meet graduation requirements, enabling Educator interventions in a timely manner.



- **School or District Completion Standards Configuration –** Xello's Completion Standards gives the City of Waterbury the ability to configure the grade-specific activities for your students to meet your SSP established standards. If you have already developed these standards and implemented them with Schoolinks or Pathful, we can easily map those activities onto Xello. Alternatively, we can draw on our SSP experience in Connecticut and work with you to develop a new scope and sequence that you will be excited to roll-out to



your students.

Please see **Appendix C** for an overview of how Xello aligns with Connecticut Completion Standards.

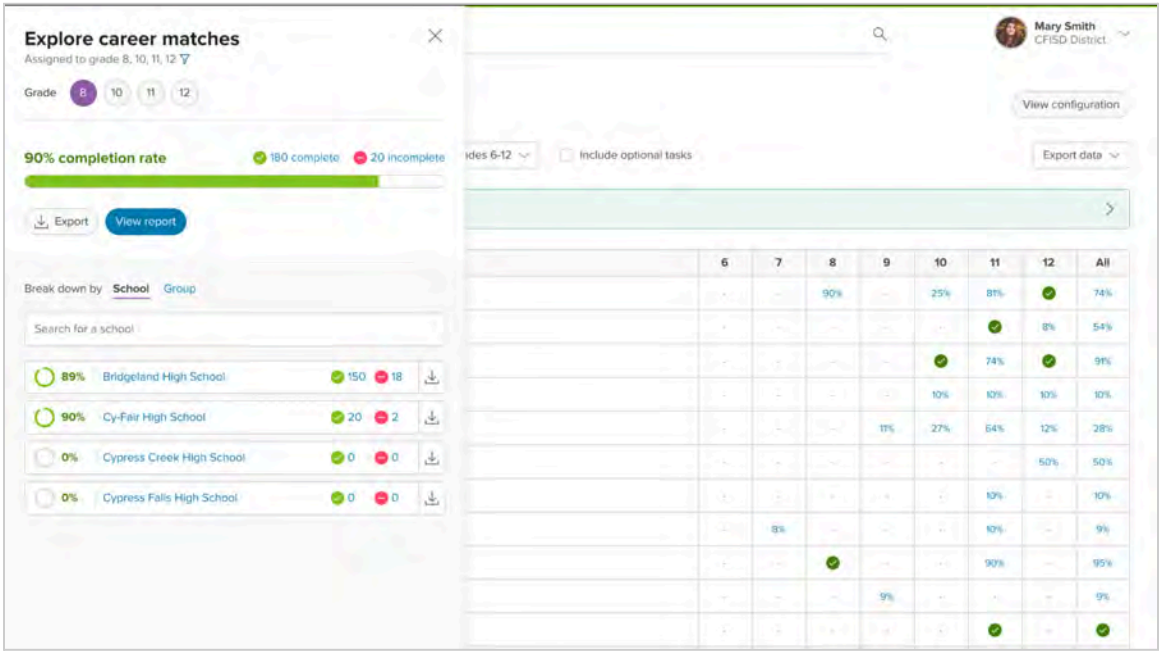
As an administrator you can choose from over 70 student activities including:

- Interest, personality, and learning style assessments
- 28 digital Lessons that teach crucial college and career readiness skills
- Plan building, portfolio building and goal setting activities
- Tracking saved colleges, application statuses and Scholarships
- Surveys

As well, if you already have CCR activities that you love using with your students, you can easily add these activities to your Completion Standards with our powerful custom lesson builder. Once you have set your Completion Standards, students logging in will immediately see the activities they are responsible for completing. With a brightly colored progress bar, we have gamified the experience to drive completion to 100%.

- **Student Dashboard Landing Page –** As students progress through their activities, you will have access to real-time reporting across all grade levels.

- **Completion Standards Reporting Screen –** For each SSP task, you can drill-into the overall report to see completion by grade-level, by school building, and by student group—e.g. class, ESL, ethnicity, etc.



- **Completion Standards Reporting Drill Down** – With one click, an educator can see which students have or have not completed a task and easily message those students who may need a reminder.
- **Easily Nudge Your Students –** Students stay organized and on track towards their goals with the **Student Task List**, a progress tracker feature on their Dashboard. Educators can easily prompt students to retake assessments and assign tasks to student groups for personalized and targeted development. Tasks are not limited to just students. If you have a task that requires educator approval, you can set up a custom lesson that makes it easy for educators to review and approve student work. And if you require a digital signature, you have the option to create a custom lesson that can require digital signatures from one or all of the following user types: educator, parent/guardian, or student.

Work Plan

We recognize the diverse needs of each district, regardless of size, location, or performance. That's why **the City will have a dedicated team** to ensure a consistently high-quality experience throughout the journey with Xello, from initial exploration to ongoing adoption and expansion of program goals.

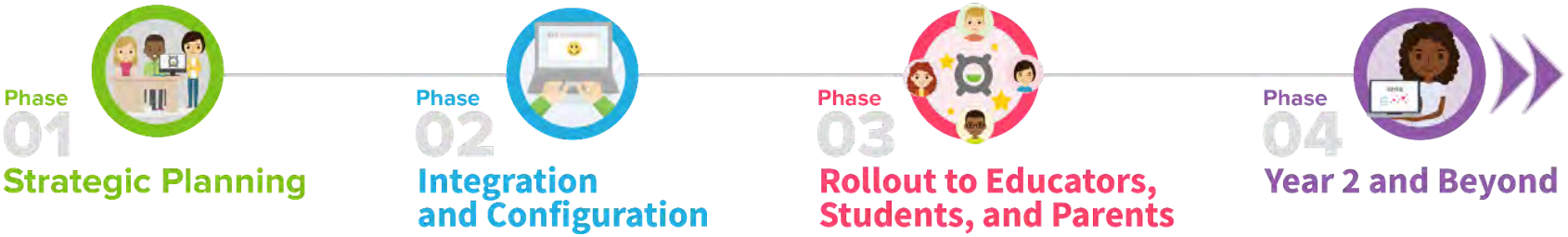
Three core components of the support the City will receive include:

Success Management
The City will have a dedicated Success Manager who is responsible for making sure it achieves its strategic goals with Xello, including scope and sequence planning, awareness of new features, and maximizing their Xello implementation.
Onboarding Management
The City will also be assigned an Onboarding Manager, who is responsible for overseeing SIS integration, single sign-on configuration, course planning setup, and other integrations. They will ensure that technical setup is flawless.
Professional Development and Training
The Training Specialist will work with The City to ensure they have a robust professional development plan and will deliver comprehensive, interactive, engaging training both virtually and in-person. For further information on suggested training options, please see our proposed Professional Development Plan in **Appendix D**.

You can learn more about the dedicated Xello team in the Personnel Listing section.

Four Phases to Implementation and Training

The following draft implementation and training timeline outlines the phases of a rollout, who would be involved at each stage, an average duration for staff involvement, and a recommended timeline. Our team will work with The City of Waterbury to build a detailed plan that aligns to specific dates and practices within the district, including important dates, professional development calendar, technology, staffing, and any other considerations that will help ensure success. Xello's implementation model provides the City leaders, administrators, and key educators a clear plan and strategy to bring Xello to life in their schools.



We'll work with you and your team to collaboratively build a plan that ensures alignment on the goals of the program. The step-by-step plan will include technical setup, a comprehensive training plan, and launch milestones to meet the needs of educators, students, and families.

Complete technical setup requirements so Xello is configured exactly the way your district needs. We'll share instructions and work with your IT lead and district staff to make sure things are configured properly. And we'll walk you through how each integration works.

We'll deliver on the training plan and provide a toolkit of resources to help you build awareness that Xello is available and communicate the goals of the program. Educators, students, and families will know how to access Xello and what they can do with it.

Unlimited support is just a call or email away. Regular check-ins are scheduled to see how things are going and make sure you get the most out of your subscription. Your educators will participate in training so they can effectively support their students and families with Xello.

Development and Implementation Support

This Implementation Timeline provides a high level overview into when key activities will take place in order to ensure a smooth and timely launch of Xello at the City of Waterbury for the SY 2025-26! Below, you'll find additional details about the tasks, activities and outcomes in each implementation phase.

PHASE	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Winter 2026 & Beyond
Phase 0 – Award and Contract Approval	●						
Phase 1 – Technical Set Up, Integration & Feature Configurations		●	●				
Phase 2 – Program & Success Planning		●	●	●	●		
Phase 3 – Naviance Transition Planning		●	●				
Phase 4 – Training & PD		●	●	●	●	●	●
LAUNCH XELLO TO STUDENTS!						🎉	
Phase 5 - Introduce Xello to Families					●		
Phase 6 - Unlimited Ongoing Support			››››	››››	››››	››››	››››

Phase 0 – Award and Contract Approval

Proposal award and contract finalization will be completed prior to initiating the implementation plan.

Who's involved:

The City of Waterbury: *Procurement Team*

Xello: *Proposals and Contracts Team*

What will happen:

- Award announcement
- Contract is finalized

Phase 1 – Technical Set up, Integrations & Feature Configuration

During this phase, Xello will work with District Leads and District IT contacts to integrate Xello with a variety of District systems and ensure that Xello is configured exactly as needed.

Who's involved:

The City of Waterbury*: District Lead, IT & SIS Lead*

Xello: *Success Manager, Onboarding Manager*

What will happen:

- Set-up data integration with District's SIS, PowerSchool
- Implement District's preferred Clever Single Sign-on for easy student, educator and parent access
- Integrate with Clever for student and educator rostering
- Plan for additional integrations of Xello's college tools including eTranscripts, Letters of Recommendation, Common App (opt-in deadline is June 21st), Test Scores, NSC Student Tracker etc as identified in district's strategic plan
- Initiate data share to setup Course Planner configuration based on graduation requirements and specializations offered at the The City of Waterbury

Phase 2 – Strategic Program & Success Planning

Your dedicated Xello will work with the The City of Waterbury District Leadership Team to develop a strategic plan for launching Xello and defining success:

Who's involved:

The City of Waterbury: *District Department Leaders (CTE, Counseling etc.)*

Xello: *Success Manager*

What will happen:

- Build a full understanding of your vision and needs (deepening our shared understanding of your priorities as outlined in the RFP)
- Identify goals and metrics for success
- Discuss risks and challenges and strategies to address those
- Collaborating on timelines and milestones related to Xello's rollout
- Create district program scope & sequence
- Communication planning to ensure schools are aware of and excited about the platform
- Establish a regular cadence of touchpoints and channels to keep everyone up to date
- Develop a rollout plan to educators, students, and families
- Regular meeting cadence is planned with The City of Waterbury and Xello teams

Phase 3 - Naviance Transition Planning

Before your Naviance contract expires in summer of 2025, we'll focus on ensuring that all relevant data is extracted and imported into Xello and that we have a change management plan in place for your students, educators and families

Who's involved:

The City of Waterbury*: District Department Leaders, IT Leads*

Xello: *Success Manager, Onboarding Manager*

What will happen:

- Evaluate which data points in Naviance will be extracted and imported into Xello (i.e historical test scores, saved careers/colleges, resumes etc)
- Review any existing Naviance Scope & Sequence and Student Success Plan (SSP) resources and map those activities into Xello. We will also use the opportunity to discuss what worked in Naviance and what could be improved upon moving forward
- Discuss a communication plan for Naviance power users at The City of Waterbury to ensure that they are comfortable and well trained in Xello BEFORE your Naviance contract expires
- Consider if a communication plan to families will be required

Phase 4 – Training and Professional Development Planning and Rollout

During this phase, we refine the suggested The City of Waterbury Training Plan to reflect your goals, strategic plan and Scope & Sequence. Training is an ongoing initiative and we'll plan for training requirements both short term and long term.

Who's involved:

The City of Waterbury*: District Department Leaders*

Xello: *Success Manager, Training Specialist*

What will happen:

- Work alongside your dedicated Training Specialist to develop a customized professional development plan for the 2024-2025 academic year – please see our proposed Professional Development Plan for more details – *The suggested training is based on the scope of work of the RFP. The draft plan will be refined in collaboration with the The City of Waterbury team.*
- Key training should begin prior to the The City of Waterbury-Naviance contract ending. This will support a smooth transition between programs and ensure that counselors and other educators feel comfortable and prepared for change
- Create a communication plan to inform staff of training plan and training requirements
- Create custom training kits and collateral as needed
- Establish key training completion metrics and track progress
- After-training communications & follow-up with additional resources
- Track Xello Academy completion
- Collect initial login rates, completion rate and other success metrics

READY TO LAUNCH TO STUDENTS

🎉 **ALL SYSTEMS GO**! Xello is ready to launch to students for the 2025-2026 school year! 🎉

Phase 5 - Introduce Xello to Families

Families are an integral part of a successful CCR program. We'll be sure to create and distribute Family Xello logins and create opportunities to educate parents and families about the work their students are doing in the program.

Who's involved:

***The City of Waterbury**: District Department Leaders, IT Leads*

***Xello:** Success Manager*

What will happen:

- Create and distribute family login accounts across the district
- Configure family SSO options (if desired)
- Plan to have Xello present as part of any existing 'Back to School' or 'Family' nights
- Invite families to Xello introductory webinars

Phase 6 - Unlimited Ongoing Support

For the District	For Schools
Continue with ongoing and **unlimited support** from your dedicated Xello team to: ➤ Keep you apprised of progress and adoption ➤ Reflect on successes and challenges, what worked well and ways to improve for the future ➤ Plan for ongoing training and professional development requirements ➤ Review goals and priorities, identify opportunities to deepen engagement ➤ Preview upcoming product releases ➤ Monitor system performance and troubleshoot any issues ➤ Conduct regular post-implementation check ins at the 1, 3 and 6 month mark to identify any changes required, new goals and initiatives etc.	**Unlimited and on demand** end user support: ➤ 24/7 access to our Support Center, Client Solutions Team and Help Resources ➤ Self serve training library and access to ongoing live webinars on key topics ➤ Access to asynchronous training modules via Xello Academy

Services Expected by the City

Xello will be in charge of providing all support for the platform, and does not require any City staff dedicated to maintaining the platform. For a successful implementation and launch of Xello, we recommend input from a variety of stakeholders and departments within the City. Throughout this process, we will work collaboratively with the City to ensure that the platform is meeting your needs.

We recommend the following roles for successful implementation and launch:

City Lead
At least one contact at the district level who will be responsible for the overall project and the key point of contact for Xello. This role can be any seniority level, but typically resides in the district's CTE, Counseling or Curriculum departments. This role is responsible for project management at the district level and keeping fellow staff at the District informed of progress.
Course Planning Lead or Pathways Lead
Responsible for working collaboratively with the District's Onboarding Manager at Xello to provide course master/catalog, and verify that courses are set-up properly in Xello to match graduation requirements and pathways. Usually, the district staff member who is most familiar and/or responsible for setting up the course master and calendar.
IT Lead
Responsible for setting up and maintaining all interactions between Xello and the district SIS. This person will be required predominantly for initial set-up and on an ongoing basis for any adjustments or changes being made to the system.
School Level Champions
We often recommend districts appoint a few champions at the school level. Many districts see this as a leadership opportunity for their staff, and champions at the school-level ensure consistent and timely communication, and in-house support for the Xello implementation.

SECTION 4

COST SCHEDULE

Cost Schedule

For a detailed breakdown of the proposed pricing for The City of Waterbury please see the document **Xello - Response to RFP # 8444 - Cost Proposal**.

SECTION 5

INFORMATION REGARDING: FAILURE TO COMPLETE WORK, DEFAULT, AND LITIGATION



a. Have you ever failed to complete any work awarded to you? If so, where and why?
Xello certifies that it has never failed to complete work/deliverables relating to any contract it was awarded.
b. Have you ever defaulted on a contract? If so, where and why?
Xello certifies that it has never defaulted on any contract.
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
Xello certifies that it is not involved in any pending litigation that could affect its ability to fulfill the requirements of this agreement.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
Xello certifies that none of the contracts it has signed have been terminated for cause within the past five years.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
Xello certifies that it has never been named in a lawsuit pertaining to errors and omissions within the past five years.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
Xello certifies that as a corporation it has never filed for protection under the Federal bankruptcy laws during the past seven years.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
Xello certifies and guarantees that there are no factors or information that would affect its ability to provide the services being sought in this RFP/agreement.

SECTION 6

EXCEPTIONS AND ALTERNATIVES



Exceptions and Alternatives

Xello agrees with all the terms and conditions outlined in the RFP, and has no exceptions or alternatives to propose.

SECTION 7

ADDITIONAL DATA



State Indicator Report – Connecticut CCRI

Connecticut's Next Generation Accountability System places strong emphasis on the College and Career Readiness Indicator (CCRI), measured at the state level for students in grades 11 and 12. While the state aggregates CCRI data through testing and course information submitted by districts via the TCS Portal, school and district leaders still need tools to monitor, prepare, and proactively support students in meeting the CCRI benchmarks.

To support this, Xello is launching a State Indicator Report this fall—designed specifically to help Connecticut districts track and organize CCRI-related data before it's submitted to the state.

With the State Indicator Report, districts will be able to:

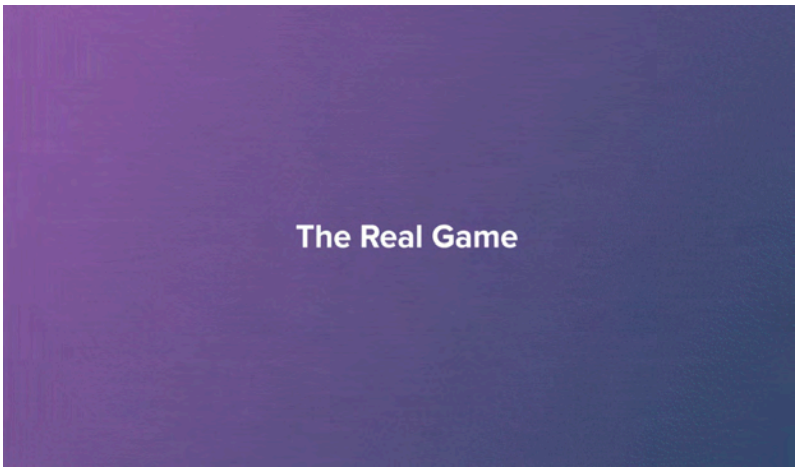
- Monitor student progress toward CCRI requirements across multiple data sources
- Track course completion, including CTE course histories, in alignment with the TCS reporting structure
- Upload supporting evidence like industry-recognized credentials or work-based learning documentation
- Integrate external assessments like AP, IB, SAT, or ACT results directly into the student profile

While official CCRI results are calculated and provided by the state, Xello empowers educators with real-time insights and local control to ensure students meet readiness benchmarks—well before scores are returned.

With competitors gaining traction in Connecticut, despite not advertising this capability, Xello's State Indicator Report presents a strategic advantage, helping districts stay ahead by proactively managing CCRI readiness data.

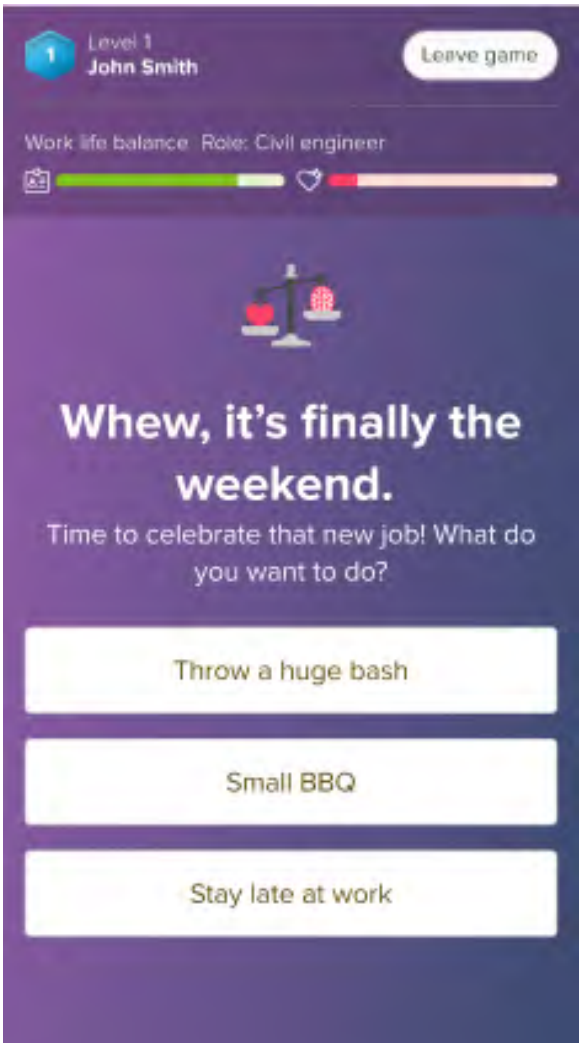
Financial Literacy & Planning – The Real Game

The Real Game is a hands-on life planning and budgeting tool that lets students explore the financial realities of living and working. Students learn that making real-world choices about their career, education and lifestyle can be both challenging and rewarding. They learn to manage debt, see how costs can impact lifestyle, and understand what it takes to make smart financial choices for a secure future.



This program is especially timely for **Connecticut**, where beginning with the **Class of 2027**, high school students are required to **complete a half-credit course in personal financial management and financial literacy to graduate**. The Real Game supports this requirement by addressing key elements of the state's financial literacy curriculum, including:

- Banking and saving
- Investing fundamentals
- Budgeting and managing personal finances
- Understanding credit and debit card use



Some of the hallmarks of the The Real Game are:

- **It shows the whole picture –** The Real Game helps students connect their future goals—like career paths or college plans—with the financial realities they'll face. By exploring how choices about money, education, and work fit together, students gain real-world perspective and motivation to take control of their future.
- **Students get to learn by doing –** Through role play and interactive simulations, students

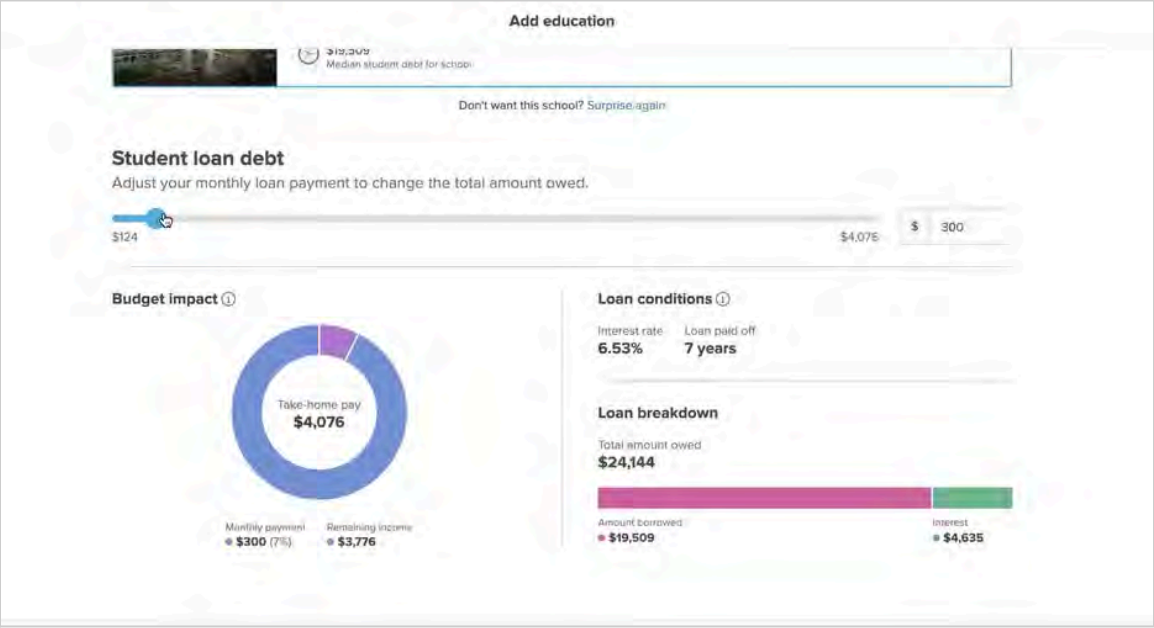
experiment with financial choices, explore different scenarios, and apply concepts in real time. Interactive storylines make learning fun, memorable, and deeply connected to real-life decision-making.

- **It's flexible to meet teaching goals and classroom needs –** The Real Game sparks conversations, inspires critical thinking, and makes personal finance easy to teach—even for educators new to the subject. It gives teachers the tools to guide students with confidence. Additionally, the program will be available in multiple languages, ensuring accessibility and inclusivity for diverse student populations and classrooms.

- **It's the next generation of a trusted classic –** Originally launched in 1994, The Real Game earned international acclaim for helping students build real-world skills through immersive role play. Now reimagined by Xello, it combines the best of the original with modern updates to engage today's students and prepare them for life after school.

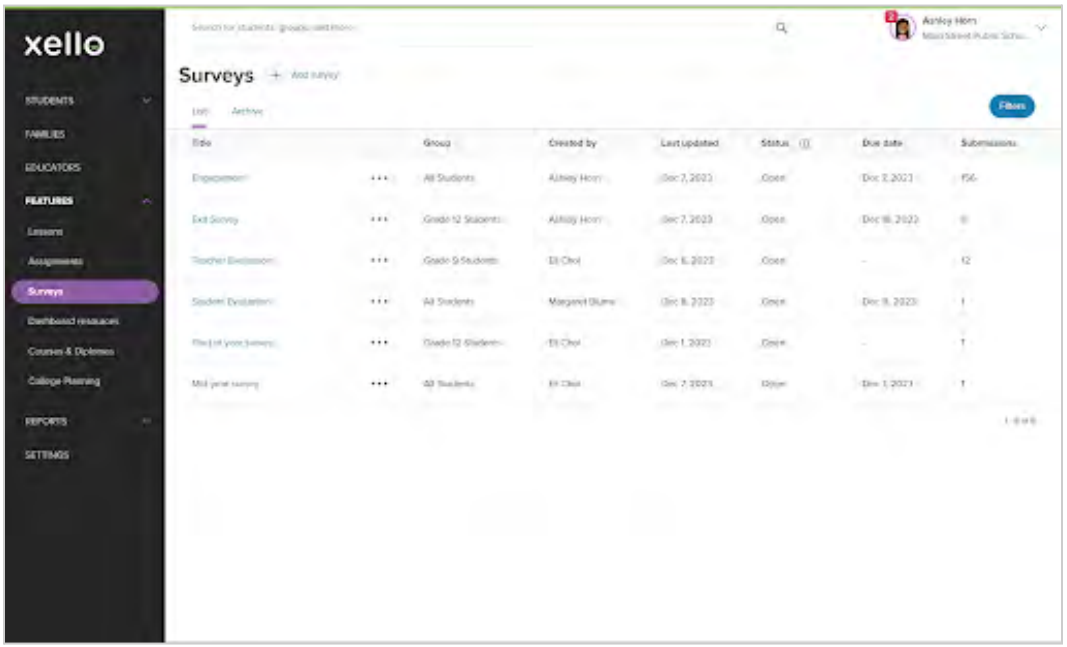
In addition, Xello offers built-in digital lessons designed to help students develop SEL skills, knowledge and proficiencies to prepare them for future success, including financial literacy through lessons such as Careers and Lifestyle Costs.

By implementing The Real Game, Connecticut educators can meet state financial literacy requirements with a proven, interactive curriculum that prepares students for economic independence and lifelong success.

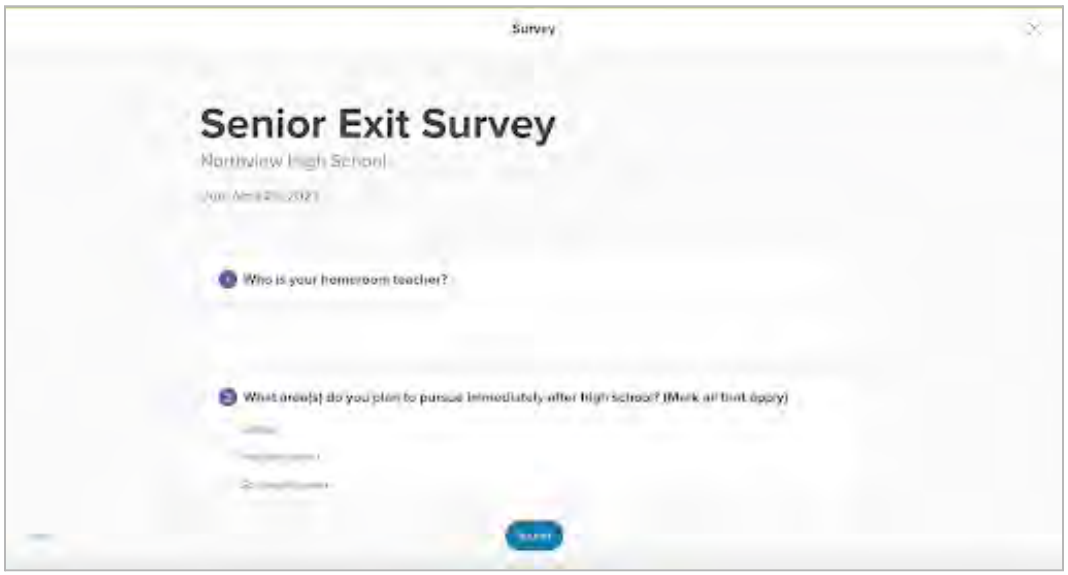


Survey Tools

Xello **Surveys** let educators easily create and send surveys to students, making tracking of college application outcomes, self-evaluations, and feedback more organized and efficient. Educators can provide personalized support and guidance based on students' needs.

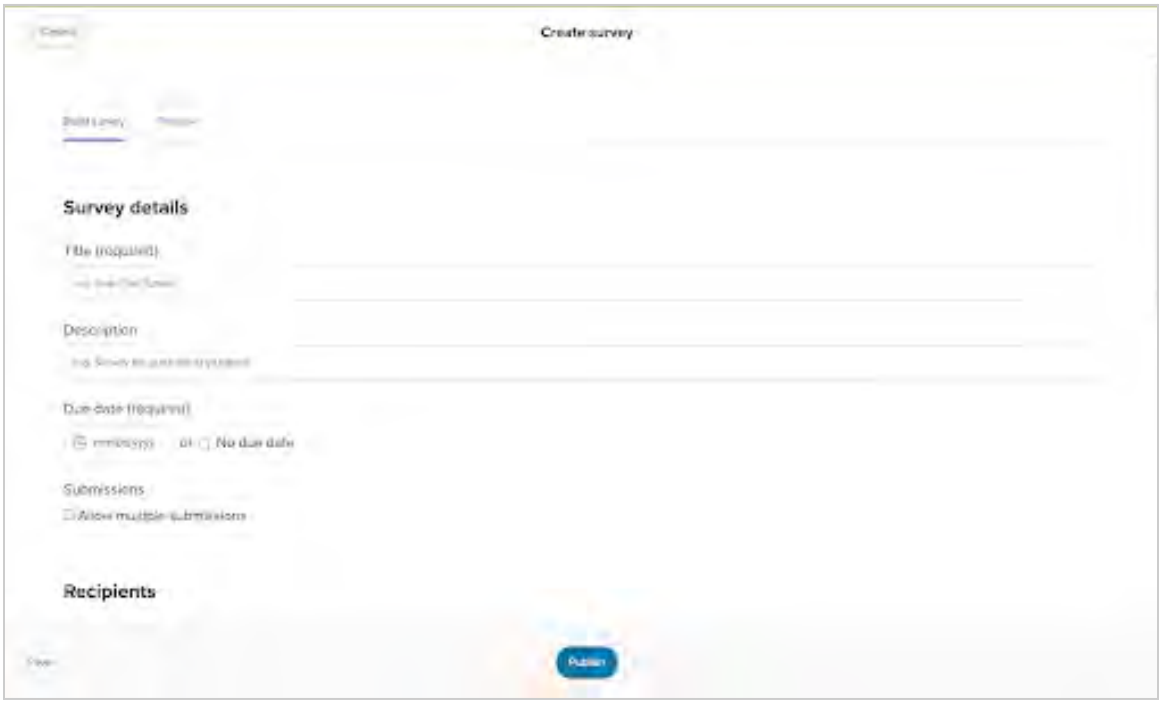


Surveys are fully customizable so that questions can be tailored to an educator's needs and sent to specific groups of students. Plus, Surveys give educators valuable insights to better support their students with college planning, improve engagement and track outcomes.



Administration at the district and school level can create surveys with different question types, set them as optional or required, edit, modify, and allow multiple submissions as needed. They can also copy over existing surveys to use as templates and assign them to custom groups of students.

- Before sending surveys to students, administrators can save them as a draft to review at a later date, preview them before posting, and archive or close surveys they no longer need.
- Reporting and auditing capabilities include the ability to view survey progress, completion and individual responses by students. Surveys also include filtering, messaging and exporting functionality.
- Family members, such as parents and guardians, can see a read-only version of what surveys have been sent to their child, the status, and submission date. They can see the survey and questions, but not the responses themselves, to respect student privacy and encourage full transparency.

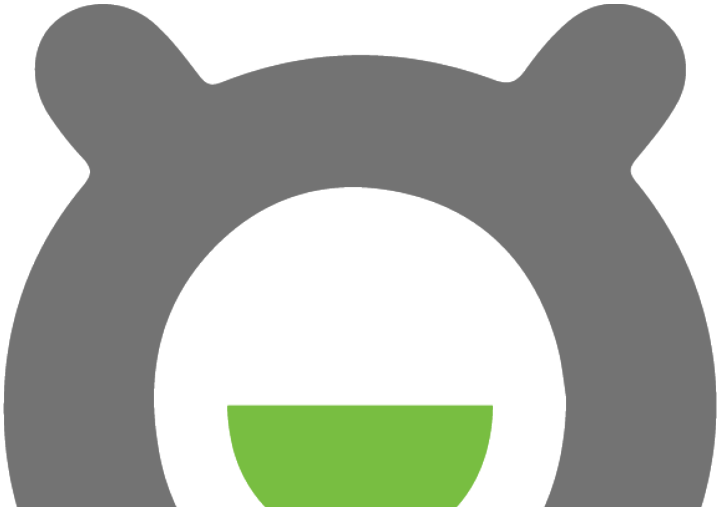


APPENDICES



APPENDIX A

SAMPLE STUDENT PORTFOLIO





My Student Success Plan

My Career Plan

Market Research Analyst

My plan to become a **Market Research Analyst** involves obtaining a **Marketing degree from the University of Connecticut**, where I will focus on courses such as Market Analysis and Consumer Psychology. I will gain practical experience through internships and strengthen my skills in data analysis, research methodologies, and effective communication. This comprehensive approach will prepare me for a successful career in market research.

Plans



Market Research Analyst

Pathways
College

Careers
Market Research Analyst

Commitment level
Going for it!

View details

My Assessments

Personality Style

- Builder / Realistic
- Organizer / Conventional

Builders enjoy working with their hands and using tools. They often work outside or in natural settings. Builders usually like to repair and install things. Some of them like working with plants or animals.

Organizers enjoy working with data, information, and files. They are good at following directions and paying attention to detail. They use efficient systems to arrange and keep records. Many of them like working with numbers.

Learning Style

- Auditory / 45%
- Tactile / 40%
- Visual / 15%

Auditory-Tactile Learners
You learn best with both your ears and hands engaged! These results show that you prefer auditory and tactile learning. It's easier to grasp and recall the material when you can hear it, and then maybe act out or draw it. Try to mix listening and hands-on tasks such as creating diagrams or role-play.

My Experience

Experiences

Volunteer - Big Brothers (20h) at Big Brothers
Volunteer

Time period
January 01, 2024 - Ongoing

Location
Hartford, Connecticut, United States

View details

Cashier at Walgreens
Work

Time period
September 01, 2023 - Ongoing

Location
Hartford, Connecticut, United States

View details

Traveled to Spain
Life Event

Time period
May 01, 2024 - June 30, 2024

Location
Barcelona, Catalonia, Spain

View details



CPR at Hartford Public High School
Education

Time period
April 01, 2023 - May 31, 2023

Location
Connecticut, United States



DECA at Hartford Public High School
Education

Time period
October 01, 2023 - Ongoing

Location
Hartford, CT, USA



High School Diploma at Hartford Public High School
Education

Time period
September 01, 2020 - May 31, 2024

Location
Hartford, Connecticut, United States



Professional Certificate - Marketing at UA Community College
Education

Time period
October 01, 2023 - May 31, 2024

Location
Hartford, CT, USA

My Skills

Skills

Advising ★★★ | Communicating ★☆☆ | Empathizing ★★☆ | Coaching ★★☆ | Crisis management ★☆☆ | Decision making ★★★

Getting results ★★★ | Managing projects ★★☆ | Brainstorming ★★★ | Problem solving ★★★ | Budgeting ★★☆ | Data mining ★★☆

CPR/first aid ★★★ | Repairing things ★★★

My Interests

Interests

A AV Technology | C Computers | R Renewable Energy | Electronics | Camping | D Being Outdoors | C Cycling

D DECA | C Cars | Carpentry | Reading

My Goals

Goals



My 4 Year Plan

Course Work

The courses I took at Hartford Public High School have been instrumental in preparing me for my post-secondary plans. Participation in extracurricular activities such as the debate team and marketing club, enhanced my communication and leadership abilities. These experiences have equipped me with the knowledge and skills necessary to excel in my Marketing degree program at the University of Connecticut and pursue a career as a Market Research Analyst.

AP Coursework Evidence

Courses Taken:

- AP U.S. History (Score: 3)
- AP Computer Science Principles (In Progress)

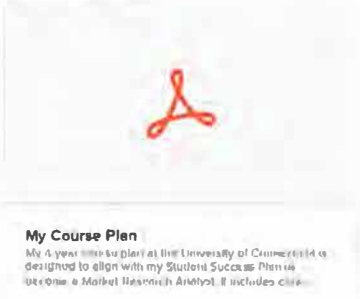
AP classes challenged me to think critically and manage my time better. APUSH taught me to analyze primary sources and construct arguments — skills I now apply to marketing case studies. I'm currently taking APCSP to build coding literacy, which I know will help me in the digital side of marketing.

Dual Enrollment Coursework

Course: ENG 101 at Naugatuck Valley Community College – Grade: B+
Credits Earned: 3

Taking English 101 through NVCC was a great way to experience college-level expectations. I improved my essay structure and research techniques, which now help me in both academic and professional writing. Earning credits in high school is a boost for college readiness and my confidence.

My Course Plan



Success-Ready Pathway

Success-Ready Pathway



My Credential

My Marketing Credential

The certificate I earned at Naugatuck Valley Community College has been pivotal in preparing me for my post-secondary plans. The specialized coursework in marketing fundamentals and data analysis provided a solid foundation in key concepts and practical skills. Hands-on projects and real-world case studies enhanced my ability to conduct market research and interpret data effectively. Additionally, the program's focus on communication and presentation skills has equipped me to convey insights clearly and persuasively. This certificate has significantly strengthened my readiness for a Marketing degree at the University of Connecticut and a future career as a Market Research Analyst.

Experiences



Professional Certificate - Marketing at UA Community College
Education

Time period
October 01, 2023 - May 31, 2024

Location
Hartford, CT, USA

SAT Score

Score: 1040 (EBRW: 540 | Math: 500)

Taking the SAT was a major milestone for me. While my score of 1040 doesn't fully meet the CCRI benchmark, I've made growth since my PSAT and have worked with Khan Academy and SAT prep workshops to keep improving. It gave me a better understanding of where I stand academically and helped shape my postsecondary goals.

Experiences



SAT at Hartford Public High School
Education

Time period
April 01, 2024 - April 30, 2024

Location
Hartford, Connecticut, United States

View details

Work Based Learning Experience

M & N Marketing Corp

The work-based learning experience I had at M & N Marketing Corp has been crucial in preparing me for my post-secondary plans. During my time there, I gained hands-on experience in market research, data analysis, and campaign development. Working on real projects allowed me to apply theoretical knowledge to practical situations, enhancing my problem-solving and analytical skills. I also developed strong communication and presentation abilities through client interactions and team collaborations. This experience has given me a deeper understanding of the marketing industry and equipped me with the necessary skills for pursuing a Marketing degree at the University of Connecticut and a future career as a Market Research Analyst.

Work Based Learning Experience - M & N Marketing Corp

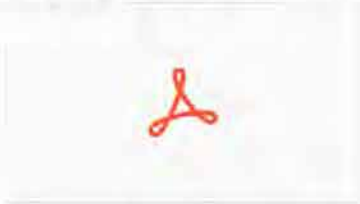


Work-Based Learning Experience at M & N Marketing Corp.pdf

My work-based learning experience at M & N Marketing Corp provided practical skills in market research, data analysis, and campaign development. I conducted...

Badges

Google Digital Garage Badge: Fundamentals of Digital Marketing



Google Digital Garage_ Fundamentals of Digital Marketing.pdf

The Google Digital Marketing course showed me how SEO and content strategy drive visibility, which is key to...

FAFSA Confirmation

Submitted on October 12, 2024

Completing the FAFSA was an important step toward making college affordable. I worked with my school counselor to make sure everything was accurate, and now I'm tracking my aid packages from several schools.

Parent Sign Off

Parent Sign Off

Mid Year

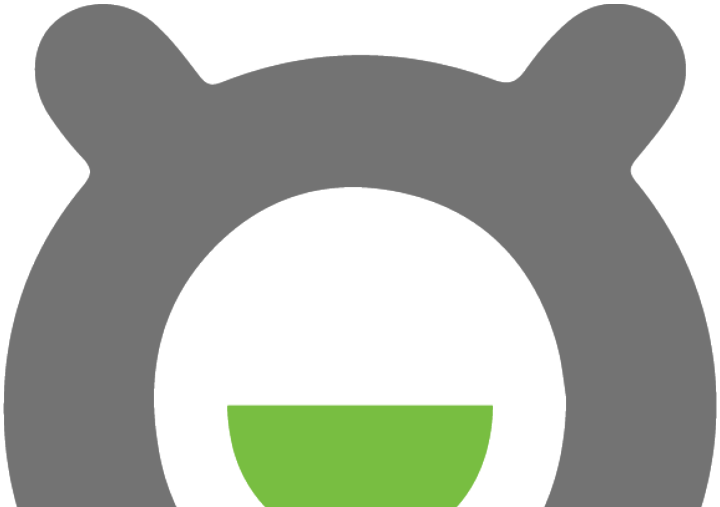
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End of Year

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APPENDIX B

CONNECTICUT STUDENT SUCCESS PLAN



xello

Meeting the Requirements of Connecticut's SSP with Xello

This simple guide shows you how to set-up Xello's Lessons to ensure your students meet the requirements of Connecticut's Student Success Plan (SSP).

In your Lesson sequence, mark the Lessons below as **Core**. Lessons marked as **Core** are front and center on students' dashboard and can be filtered in Lesson Progress reports..

SSP Component	Specific Model Criteria	Grade*	Xello Lesson
Career Development	Interest and ability inventories	6	Interests
Social, Emotional and Physical Development	Effective decision-making skills	6	Decision Making
Academic Development	Selection of rigorous courses linked to interest, skills and career pathways	7	Discover Learning Pathways
Academic Development	Selection of courses for the attainment of education and/or career goals	7	School Subjects at Work
Career Development	Interest and ability inventories	8	Skills
Academic Development	Selection of courses for the attainment of education and/or career goals	8	Four-Year Course Plan*
Career Development	Career exploration activities and elective courses	8	Explore Career Matches
Social, Emotional and Physical Development	Utilizing supportive resources	9	Study Skills and Habits
Social, Emotional and Physical Development	Healthy and safe life skills/choices	9	Self-Advocacy
Social, Emotional and Physical Development	Broadened awareness of self within a global context	10	Workplace Skills and Attitudes
Academic Development	Selection of rigorous courses linked to interest, skills and career pathways	10	Program Prospects
Academic Development	Ongoing support and assessment of progress with mentor/advisor	10	Review Your Online Portfolio*
Academic Development	Selection of rigorous courses linked to interest, skills and career pathways	11	Choosing a College

Career Development	Career exploration activities and elective courses	11	Career Demand
Social, Emotional and Physical Development	Empathic interactions and community service	12	Defining Success
Career Development	Postsecondary education and career pathway development	12	Career Path Choices

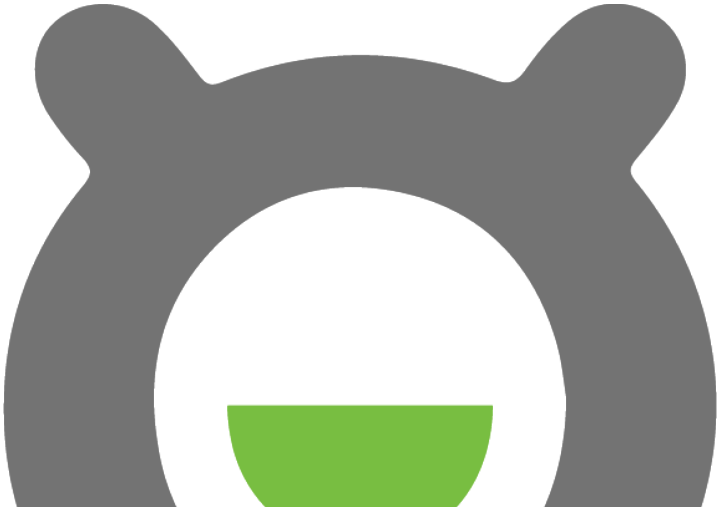
Reference: https://portal.ct.gov/-/media/SDE/SSReform/StudentSuccessPlan_Mission_Skills.pdf

**Grade* recommendations have been identified by the Xello team and may be adjusted as needed.
*Your Xello Support Team will provide you with a template to create Custom Lessons.

With Xello, your students complete many more Lessons, gaining important skills and knowledge to best prepare for a successful future.

APPENDIX C

CONNECTICUT COMPLETION STANDARDS



<District Name> Completion Standards

Section	SSP Component	Tasks	Instructional time	Grades						
				6	7	8	9	10	11	12
Account		Log into Xello	10 mins							
Account		Add personal email	10 mins							
About Me	Career Development: Interest and ability inventories	Complete Matchmaker	30 mins			[1]				
About Me	Career Development: Interest and ability inventories	Complete the Personality Style quiz	20 mins							
About Me		Complete the Mission Complete quiz	25 mins							
About Me	Career Development: Interest and ability inventories	Complete Skills Lab	40 mins							
About Me		Complete the Learning Style quiz	20 mins							
About Me		Add # interests	15 mins	5 [2]	5	5	5	5	5	5 [3]
About Me	Career Development: Interest and ability inventories	Add # skills	20 mins				2	2	2	2
About Me	Career Development: Career exploration activities and elective courses	Set # favorite clusters	40 mins	2	2	2	2	2	2	2
About Me		Add # life experiences	10 mins							
About Me		Add # education experiences	10 mins							
About Me		Add # volunteer hours	15 mins							
About Me		Add # work experiences	10 mins							
About Me	Career Development: Postsecondary education and career pathway development	Build your resume	30 mins							
About Me		Set your after high school goal	20 mins							
Explore Options		Save # careers	30 mins	3 [4]	3 [5]	3 [6]	3	3 [7]	3 [8]	3 [9]
Explore Options		Save # majors	20 mins					3 [10]	3	3
Explore Options		Save # colleges	30 mins						3 [11]	3
Goals & Plans	Academic Development: Selection of courses for the attainment of education and/or career goals	Set # goals	20 mins			1	1	1	1	1
Goals & Plans	Academic Development: Selection of courses for the attainment of education and/or career goals	Make # plans	30 mins			1	1	1	1	1
Goals & Plans	Academic Development: Selection of courses for the attainment of education and/or career goals	Create your 4-year course plan	30 mins							
Goals & Plans		Submit next year's course requests	20 mins							
Goals & Plans		Add courses to meet <assigned diploma> requirements	20 mins							
Goals & Plans		Parent/guardian course plan approval	15 mins							
Goals & Plans		Parent/guardian 4-year course plan approval	15 mins							
Goals & Plans		Educator course plan approval	15 mins							
Goals & Plans		Complete scholarship profile	20 mins							
Goals & Plans		Save # scholarships	30 mins							
Goals & Plans		Connect your Common App account with Xello	15 mins							
Goals & Plans		Track # college applications	30 mins							
Goals & Plans		Add FAFSA (and state aid) application details	20 mins							
The Real Game	Career Development: Career exploration activities and elective courses	Save # life simulations	90 mins					1	1	1
Xello Lesson	Career Development: Interest and ability inventories	Interests lesson	40 mins							
Xello Lesson	Social, Emotional and Physical Development: Effective decision-making skills	Decision making lesson	45 mins							
Xello Lesson	Academic Development: Selection of rigorous courses linked to interest, skills and career pathways	Discover learning pathways lesson	55 mins							
Xello Lesson	Academic Development: Selection of courses for the attainment of education and/or career goals	School subjects at work lesson	45 mins							
Xello Lesson	Career Development: Career exploration activities and elective courses	Explore career matches lesson	55 mins							
Xello Lesson	Career Development: Interest and ability inventories	Skills lesson	55 mins							
Xello Lesson	Social, Emotional and Physical Development: Healthy and safe life skills/choices	Self-advocacy lesson	45 mins							
Xello Lesson	Social, Emotional and Physical Development:Utilizing supportive resources	Study skills and habits lesson	55 mins							
Xello Lesson	Social, Emotional and Physical Development: Broadened awareness of self within a global context	Workplace skills and attitudes lesson	45 mins							
Xello Lesson	Academic Development: Selection of rigorous courses linked to interest, skills and career pathways	Program prospects lesson	55 mins							
Xello Lesson	Career Development: Career exploration activities and elective courses	Career demand lesson	65 mins							
Xello Lesson	Academic Development: Selection of rigorous courses linked to interest, skills and career pathways	Choosing a college lesson	65 mins							
Xello Lesson	Career Development: Postsecondary education and career pathway development	Career path choices lesson	65 mins							
Xello Lesson	Social, Emotional and Physical Development: Empathic interactions and community service	Defining success lesson	45 mins							
Xello Lesson		Learning styles lesson	55 mins							

<District Name> Completion Standards

Section	SSP Component	Tasks	Instructional time	Grades						
				6	7	8	9	10	11	12
Xello Lesson		Time management lesson	45 mins							
Xello Lesson		Biases and career choices lesson	45 mins							
Xello Lesson		Jobs and employers lesson	45 mins							
Xello Lesson		Transition to high school lesson	45 mins							
Xello Lesson		Exploring career factors lesson	55 mins							
Xello Lesson		Getting experience lesson	45 mins							
Xello Lesson		Work values lesson	55 mins							
Xello Lesson		Personality styles lesson	55 mins							
Xello Lesson		Careers and lifestyle costs lesson	65 mins							
Xello Lesson		Entrepreneurial skills lesson	45 mins							
Xello Lesson		Job interviews lesson	65 mins							
Xello Lesson		Work/life balance lesson	55 mins							
Xello Lesson		Career backup plans lesson	55 mins							
Custom Lesson	Academic Development: Ongoing support and assessment of progress with mentor/advisor	Review your online portfolio*								

Source: Connecticut State Department of Education Student Success Plan

Source: Meeting the Requirements of Connecticut's SSP with Xello

[1] Prerequisite for Explore career matches lesson

[2] Prerequisite for Interests lesson

[3] Prereq for Career path choices lesson

[4] Prerequisite for Interests lesson

[5] Prerequisite for School subjects and Discover learning pathways lessons

[6] Prerequisite for Explore career matches and Skills lessons

[7] Prereq for Workplace skills and attitudes lesson

[8] Prereq for Career demand lesson

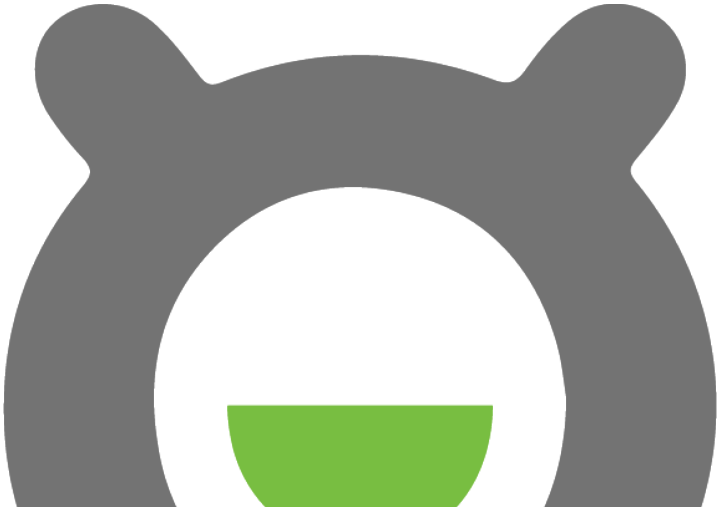
[9] Prereq for Career path choices and Defining success lessons

[10] Prerequisite for Program prospects lesson

[11] Prerequisite for Choosing a college lesson

APPENDIX D

PROFESSIONAL DEVELOPMENT PLAN



xello

Recommended Professional Development Plan

City of Waterbury

Contact Names: Kevin McCaffery, Director of Purchasing

Year 1 implementation: July 2025 - June 2026



PURPOSE OF THIS DOCUMENT: Xello's comprehensive training and professional development options are designed to help you address particular needs with your college and career readiness program. These sessions outlined below have been recommended based on your district's goals with Xello.

Training Specialist

Laura Weber

lauraw@xello.world

Training Type	Quantity	Training Agendas	Price	Cost	Audience/Notes	Typical Duration	Sample Timeline
All staff							
Self-paced course	Unlimited	Xello Academy: Introduction to Xello 6-12	$0	$0	**Xello 6-12 administrators, educators, and counselors** Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	September 2025
Self-paced course	Unlimited	Xello Academy: Introduction to Xello K-5	$0	$0	**Xello K-5 administrators, educators, and counselors** Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	September 2025
Xello K-12 Administrators and Xello Champions							
Custom virtual	1	Introduction to Xello's Work-based learning module	$450	$450	**WBL Administrators who manage the business network and work-based opportunities for students**. Learn about the key components of Xello's WBL module and collaborate on a plan to rollout it out across your schools.	90 minutes	September 2025
On-demand webinar	Unlimited	Training Webinars: Live and On Demand Sessions	$0	$0	Free access to register for live webinars or watch recordings on-demand. Topics include: School startup for Xello admin, Xello 6-12 educator deep dive, and Enhance your Xello administrator toolkit .	30 minutes	Watch anytime or register for upcoming events
Middle and high school educators and staff							
Self-paced course	Unlimited	Xello Academy: Managing Transcripts through Xello	$0	$0	**High school senior counselors and college application registrars** will learn how to import transcripts, help students request and monitor the status of their transcripts, and fulfill student transcript requests.	30 minutes	July-August 2025
Self-paced course	Unlimited	Xello Academy: Common App + Xello for Counselors	$0	$0	**High school senior counselors** will understand your role in the Common App application process, as well as steps for teacher recommenders and students.	45 minutes	July-August 2025
Custom in-person	1	In-person: Full day on-site	$4,500	$4,500	**On-site training, 2 x 3 hour sessions** High school administrators, counselors, educators, and staff. Introductory training and college application tools.	3 hours per session	August 2025
Custom virtual	1	Tracking and Submitting College Documents with Xello (including Common App)	$450	$450	**High school senior counselors and educators** who support college bound students with college application submission, including sending transcripts, fulfilling recommendation letter requests, and completing Common App forms.	90 minutes	August/September 2025
Custom virtual	1	Getting Started with Xello 6-12	$450	$450	**Middle and High school educators, counselors, and district personel** who support students through personalized college and career planning to ensure successful transition to all pathways after high school with a concentration on the SSP. How to monitor and track student progress towards the SSPs standards by using Completion Standards reports in Xello.	60 minutes	September 2025
On-demand webinar	Unlimited	Xello 6-12 for CTE educators	$0	$0	**Middle and high school CTE teachers** will explore the Xello tools and resources to support your high school skills-based careers curriculum.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	How Xello supports college-bound students applying for FAFSA	$0	$0	Learn how Xello's suite of College Planning tools can help you empower your US college-bound students to submit their Free Application for Federal Student Aid (FAFSA) form	30 minutes	September-October 2025
Custom virtual	1	Help Students Make Informed Course Plans in Xello	$450	$450	**8th-12th grade school counselors and educators working directly with students** to build 4-year course plans and high school course selections.	90 minutes	January 2026
Custom virtual	1	Supporting Work-based learning with Xello	$450	$450	**Program coordinators and educators supporting work-based learning opportunities** including monitoring and tracking real-world, paid and volunteer work experiences like internships.	90 minutes	February 2026
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 6-12	$0	$0	**Xello educators grades 6-12, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	Watch anytime or register for upcoming events
Elementary school educators							
Custom virtual	1	Getting Started with Xello K-5	$450	$450	**Elementary counselors and teachers** will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	60 minutes	August/September 2025
On-demand webinar	Unlimited	Training Webinars Xello K-5: Live and On Demand Sessions	$0	$0	Free access to register for live webinars or watch recordings on-demand. Topics include: Xello K-5 educator deep dive, Delivering Xello K-5: Start of year tips, and Introduction to Xello Family.	30 minutes	Watch anytime or register for upcoming events
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 3-5	$0	$0	**Xello educators grades 3-5, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	August/September 2025
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello K-2	$0	$0	**Xello educators grades K-2, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	January 2026
TOTAL				**$7,200**			

xello

Recommended Professional Development Plan

City of Waterbury

Contact Names: Kevin McCaffery, Director of Purchasing

Year 2 implementation July 2026 - June 2027



Training Specialist

Laura Weber

lauraw@xello.world

PURPOSE OF THIS DOCUMENT: Xello's comprehensive training and professional development options are designed to help you address particular needs with your college and career readiness program. These sessions outlined below have been recommended based on your district's goals with Xello.

Training Type	Quantity	Training Agendas	Price	Cost	Audience/Notes	Typical Duration	Sample Timeline
All staff							
Self-paced course	Unlimited	Xello Academy: Introduction to Xello 6-12	$0	$0	**Xello 6-12 administrators, educators, and counselors** Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	August 2026
Self-paced course	Unlimited	Xello Academy: Introduction to Xello K-5	$0	$0	**Xello K-5 administrators, educators, and counselors** Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	August 2026
Custom virtual	1	Xello 6-12 Beyond Basics	$450	$450	**Xello 6-12 administrators, educators, and counselors** Discover ways to use Xello's reporting functionality to improve processes for monitoring and tracking student progress.	90 minutes	January 2027
Custom virtual	1	Xello K-5 Beyond Basics	$450	$450	**Xello K-5 administrators, educators, and counselors** Discover ways to use Xello's reporting functionality to improve processes for monitoring and tracking student progress.	90 minutes	January 2027
Xello K-12 Administrators and Xello Champions							
On-demand webinar	Unlimited	Course Planner annual tasks	$0	$0	**Xello Course Planner administrators** who are responsible for maintaining Courses & Diplomas in Xello to ensure course selection and planning go smoothly for students and educators.	45 minutes	January 2027
On-demand webinar	Unlimited	Training Webinars: Live and On Demand Sessions	$0	$0	Free access to register for live webinars or watch recordings on-demand. Topics include: School startup for Xello admin, Xello 6-12 educator deep dive, and Enhance your Xello administrator toolkit .	30 minutes	Watch anytime or register for upcoming events
Custom virtual	1	Using Xello to Inform Programming Decisions	$450	$450	**Key Xello educators involved in program planning** Program development session, reviewing Xello's robust reporting tools to provide your team with meaningful insights about your students' future-readiness	90 minutes	April/May 2027
Middle and high school educators and staff							
Custom virtual	1	Introduction to Xello for School Counselors	$450	$450	**New staff: middle and high school counselors** will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
On-demand webinar	Unlimited	Xello 6-12 for CTE educators	$0	$0	**Refresher/new staff: middle and high school CTE teachers** This interactive session explores the Xello tools and resources to support your high school skills-based careers curriculum.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	Requesting and sending college documents	$0	$0	**Refresher/new high school senior counselors and educators** who support college bound students with college application submission, including sending transcripts, fulfilling recommendation letter requests, and completing Common App	90 minutes	August/September 2026
Self-paced course	Unlimited	Xello Academy: Managing Transcripts through Xello	$0	$0	**High school senior counselors and college application registrars** will learn how to import transcripts, help students request and monitor the status of their transcripts, and fulfill student transcript requests.	30 minutes	July-August 2026
Self-paced course	Unlimited	Xello Academy: Common App + Xello for Counselors	$0	$0	**High school senior counselors** will understand your role in the Common App application process, as well as steps for teacher recommenders and students.	45 minutes	July-August 2026
On-demand webinar	Unlimited	How students plan courses in Xello	$0	$0	**8th-12th grade school counselors and educators working directly with students** to build 4-year course plans and high school course selections.	45 minutes	January 2027
On-demand webinar	Unlimited	The basics: WBL in Xello	$0	$0	**Refresher/New staff: Program coordinators and educators supporting work-based learning opportunities** including monitoring and tracking real-world, paid and volunteer work experiences like internships.	30 minutes	Watch anytime or register for upcoming events
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 6-12	$0	$0	**Xello educators grades 6-12, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Elementary school educators							
Custom virtual	1	Getting Started with Xello K-5	$450	$450	**New staff: Elementary counselors and teachers** will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 3-5	$0	$0	**Xello educators grades 3-5, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello K-2	$0	$0	**Xello educators grades K-2, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
On-demand webinar	Unlimited	Training Webinars Xello K-5: Live and On Demand Sessions	$0	$0	Free access to register for live webinars or watch recordings on-demand. Topics include: Xello K-5 educator deep dive, Delivering Xello K-5: Start of year tips, and Introduction to Xello Family.	30 minutes	Watch anytime or register for upcoming events
TOTAL				**$2,250**			

xello

Recommended Professional Development Plan

City of Waterbury

Contact Names: Kevin McCaffery, Director of Purchasing
Year 3 implementation: August 2027-May 2028



PURPOSE OF THIS DOCUMENT: Xello's comprehensive training and professional development options are designed to help you address particular needs with your college and career readiness program. These sessions outlined below have been recommended based on your district's goals with Xello.

Training Specialist

Laura Weber

lauraw@xello.world

Training Type	Quantity	Training Agendas	Price	Cost	Audience/Notes	Typical Duration	Sample Timeline
All staff							
Self-paced course	Unlimited	Xello Academy: Introduction to Xello 6-12	$0	$0	**Xello 6-12 administrators, educators, and counselors** Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	April-August 2027
Self-paced course	Unlimited	Xello Academy: Introduction to Xello K-5	$0	$0	**Xello K-5 administrators, educators, and counselors** Self-paced, asynchronous course that introduces how Xello works for educators and students, and provides getting started resources. (Included with your Xello subscription)	90 minutes	April-August 2027
Custom virtual	1	Xello 6-12 Beyond Basics	$450	$450	**Xello 6-12 administrators, educators, and counselors** Discover ways to use Xello's reporting functionality to improve processes for monitoring and tracking student progress.	90 minutes	January 2027
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Custom virtual	1	Using Xello to Inform Programming Decisions	$450	$450	**Key Xello educators involved in program planning** Program development session, reviewing Xello's robust reporting tools to provide your team with meaningful insights about your students' future-readiness	90 minutes	April/May 2026
On-demand webinar	Unlimited	Course Planner annual tasks	$0	$0	**Xello Course Planner administrators** who are responsible for maintaining Courses & Diplomas in Xello to ensure course selection and planning go smoothly for students and educators.	45 minutes	January 2027
On-demand webinar	Unlimited	Training Webinars: Live and On Demand Sessions	$0	$0	Free access to register for live webinars or watch recordings on-demand. Topics include: School startup for Xello admin, Xello 6-12 educator deep dive, and Enhance your Xello administrator toolkit .	30 minutes	Watch anytime or register for upcoming events
Middle and high school educators and staff							
Custom virtual	1	Introduction to Xello for School Counselors	$450	$450	**New staff: middle and high school counselors** will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
Self-paced course	Unlimited	Hello Xello: An introduction to Xello 6-12	$0	$0	**New staff: middle and high school educators** will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	Xello 6-12 for CTE educators	$0	$0	**Refresher/new staff: middle and high school CTE teachers** This interactive session explores the Xello tools and resources to support your high school skills-based careers curriculum.	30 minutes	Watch anytime or register for upcoming events
On-demand webinar	Unlimited	Requesting and sending college documents	$0	$0	**Refresher/new high school senior counselors and educators** who support college bound students with college application submission, including sending transcripts, fulfilling recommendation letter requests, and completing Common App	90 minutes	August/September 2026
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Self-paced course	Unlimited	Xello Academy: Common App + Xello for Counselors	$0	$0	**High school senior counselors** will understand your role in the Common App application process, as well as steps for teacher recommenders and students.	45 minutes	July-August 2026
On-demand webinar	Unlimited	How students plan courses in Xello	$0	$0	**8th-12th grade school counselors and educators working directly with students** to build 4-year course plans and high school course selections.	45 minutes	January 2027
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Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 6-12	$0	$0	**Xello educators grades 6-12, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Elementary school educators							
Custom virtual	Unlimited	Hello Xello: An introduction to K-5	$0	$0	**New staff: Elementary counselors and teachers** will participate in a hands-on workshop of the student experience, hear recommended delivery strategies, and discuss best practices for student learning.	90 minutes	August/September 2026
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello 3-5	$0	$0	**Xello educators grades 3-5, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
Self-paced course	Unlimited	Xello Academy: Instructional Tips for Xello K-2	$0	$0	**Xello educators grades K-2, follow-up to introductory virtual sessions** Self-paced course that provides next step strategies, goes beyond basics. Included in your Xello subscription.	60 minutes	February-March 2027
On-demand webinar	Unlimited	Training Webinars Xello K-5: Live and On Demand Sessions	$0	$0	Free access to register for live webinars or watch recordings on-demand. Topics include: Xello K-5 educator deep dive, Delivering Xello K-5: Start of year tips, and Introduction to Xello Family.	30 minutes	Watch anytime or register for upcoming events
TOTAL		**Grades K-12 implementation**		**$1,800**			

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

June 10, 2025

RFP 8444 College and Career Readiness Platform

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8444**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

Please refer to the questions and answers below.

Question: Can the District confirm that the platform must serve K–12 students and clarify any grade-level implementation priorities? Additionally, could the District provide the number of students and schools by grade band (K–5, 6–8, 9–12) to support accurate pricing?
Answer: Yes – college and career is to be implemented grades k-12 and would like a platform that encompasses all grades, however, priority is 6-12.

- 4 High schools (9-12)
- 1 magnet school (6-12)
- 2 alternative schools (6-12, k-12)
- 6 prek-8 schools (k-8)
- 3 middle schools (6-8)
- 15 elementary schools (k-5)
- Students in the district 18, 0000+

Question: Are there specific accessibility standards the District expects the platform to comply with (e.g., WCAG 2.1 AA, Section 508)?
Answer: To be determined.

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

Question: Is the District currently using a Single Sign-On system (such as Google, SAML)? If so, which one?
Answer: Clever.

Question: Will shortlisted vendors be invited to conduct live demonstrations of the platform? If so, are they expected to be virtual or on-site? Do we have the scheduled date and time for this demonstration?
Answer: It is expected that short listed vendors would be invited to conduct a live demo of their platform. Demos may be conducted either in person or virtual, as may be scheduled.
Dates and times for demos to be scheduled upon receipt of proposals.

Question: The RFP emphasizes support for Student Success Plans (SSPs). Are there specific templates, workflows, or reporting structures currently used by the District that the solution must integrate with or support?
Answer: The District is open to exploring various templates, inventories, and reporting structures that your solution offers to support Student Success Plans (SSPs). However, one requirement for our platform is the ability for grade 12 students to seamlessly submit transcripts and letters of recommendation. Furthermore, the solution must align and integrate with the Common App submission process to streamline our students' college application experience.

Question: Will there be a need for specific FAFSA completion tracking and post-secondary outcomes reporting? Is integration with the State of Connecticut's data systems for post-secondary tracking important?
Answer: We currently use EdSight to track our FAFSA completion.
For post-secondary outcomes, we want to track students across all grades to understand their post-secondary interests and view potential pathways. This includes monitoring the classes they are taking, credits earned, and GPA, to inform their progression towards their goals. Crucially, we also want to know what their interest inventories say and use this information to help lead them to discover what some of these career pathways mean and the potential for college within those paths. It's important to note that some of this data integration, particularly concerning student classes, credits, and GPA from our PowerSchool system, will require close collaboration with our IT department.

Question: The RFP mentions data analytics. Could the District clarify what key performance indicators (KPIs) they expect the platform to track, such as credit accumulation, work-based learning hours, or post-secondary enrolment?
Answer: The District has several key performance indicators (KPIs) it expects the platform to track, aligning with our comprehensive approach to student success and college/career readiness. These include:

Credit Accumulation: Tracking student progress towards graduation requirements by monitoring earned credits in all subject areas.

GPA: Monitoring academic performance over time, both overall and within specific subject areas or pathways.

Course Enrollment & Completion within Pathways: Tracking student participation and success in courses aligned with identified post-secondary interests and career pathways (e.g., STEM, Arts, Humanities, CTE programs).
Mastery of Competencies: If the platform supports it, tracking student demonstration of specific skills and competencies within courses or career pathways.
College- and Career-Readiness Benchmarks: Tracking student performance on standardized assessments like SAT/ACT, AP exams
Interest Inventory Results: Tracking and summarizing results from student interest inventories to identify prevalent interests and help guide students toward relevant pathways.
Pathway Engagement: Measuring student engagement with career pathway exploration tools, resources, and advising sessions within the platform.
SSP (Student Success Plan) Completion & Progress: Tracking the development, updates, and progress of individual student success plans.
Work-Based Learning: Tracking internships, apprenticeships, job shadowing, community service, and other experiential learning opportunities.
Post-Secondary Enrollment (College & Career): Tracking student enrollment in 2-year and 4-year colleges, technical schools, apprenticeship programs, military, or direct employment.
Student Engagement with Platform Features: Tracking user activity and utilization of resources within the platform.

The expectation is that the platform will provide intuitive dashboards and reporting tools to visualize the student, school, and district levels, supporting data-driven decision-making for student support and program evaluation.

Question: What are the District's key success metrics for this platform over the initial three-year term? Are there benchmarks they would like to see vendors commit to?

Answer: To name a few:

- For elementary and middle school levels, the shift from direct post-secondary tracking to building awareness, exploration, foundational skills, and early planning. The goal is to cultivate a "college and career readiness culture" from an early age.
- Percentage of parents/guardians accessing or engaging with their child's college and career exploration/activities information within the platform.
- Increase student engagement with interest inventories and career pathway exploration features.
- Increase the number of students participating in structured work-based learning experiences (internships, apprenticeships, job shadowing).
- students in grades 6-12 having an active, updated SSP within the platform by the end of Year 1, with consistent annual updates thereafter.
- Successful integration of key data points from PowerSchool (e.g., student demographics, grades, credits) within the first 12 months of implementation, with data accuracy.

• A commitment to providing customizable dashboards and reports

Question: Could the District please share the evaluation rubric or weighting of the criteria mentioned in Section J of the RFP?
Answer: The criteria are specifically listed under Section J, #1, sub-letters a-d in the RFP.

Question: How many customer references does the District require? / Item 2b of Section I Proposal Requirements & Required Format states that "a listing of all projects that the proposer has completed within the past 3 years must be provided, as well as all projects of a similar nature to those included in the scope of services." Would it be possible for the proposers to submit 5 references (including the required information listed in the bullets) instead if the intent is to show experience? Providing a list of ALL customers over the past 3 years is not feasible given the scope of this RFP.
Answer: 5 would be sufficient – similar to districts such as Waterbury CT.

Question: Do the signatures need to be wet signatures?
Answer: We do accept electronic signatures.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

#3

EXECUTIVE SUMMARY

DATE: August 26, 2025

To: Board of Education

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Amendment No. 1 to the Memorandum of Understanding (MOU) between the City of Waterbury and **Klingberg Family Centers, Inc.**

The Pupil Services Department requests the approval of Amendment No. 1 to the Memorandum of Understanding between the City of Waterbury (Waterbury Public Schools) and **Klingberg Family Centers, Inc.** The purpose of the agreement is to continue to provide mental health services for seven schools in Waterbury Public Schools.

The following locations have been approved for grant funding: *Duggan Pre-K - 8 School; *Reed Pre-K - 8 School; *Westside Middle School; *Carrington Pre-K - 8 School; *Wilson Elementary School; *Wendell Cross Pre-K - 8 School; and *State Street Program.

The staffing will be as follows: 3 clinicians (each clinician will cover 2 schools), 1 supervisor (who will cover 1 school in addition to supervising the 3 clinicians), and 1 Community Health Worker to be assigned to all 7 schools to support families' needs.

The City shall not be responsible to compensate the clinicians, supervisor or any employees of the family center, for services rendered under this Agreement. This will continue to be of no cost to the City of Waterbury.

The term of Amendment No. 1 to the MOU starts upon execution of the Mayor and shall terminate on October 31, 2026.

Amendment No. 1
to
MEMORANDUM OF UNDERSTANDING
for
MENTAL HEALTH SERVICES
between
City of Waterbury
and
Klingberg Family Centers, Inc.

THIS FIRST AMENDMENT ("Amendment No. 1"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **KLINGBERG FAMILY CENTERS, INC.**, located at 370 Linwood Street, New Britain, CT, 06052 ("Klingberg"), a State of Connecticut duly registered domestic non-stock corporation (Jointly referred to as the "Parties").

WHEREAS, the parties hereto executed an Memorandum of Understanding on November 13, 2024, (the "MOU"), relating to the provision of mental health services in seven (7) public schools in the City of Waterbury, (the "Project");

WHEREAS, the MOU originally provided for one year to complete the Project with a termination date of November 12, 2025, (the "Contract Time");

WHEREAS, in accordance with Section 12 of the MOU, the parties agree to amend the Contract Time, as set forth below, to allow for additional time to complete said Project.

NOW THEREFORE, the City and Klingberg hereby agree and covenant to amend the MOU as follows:

1. Contract Time. Section 3 of the MOU is deleted in its entirety and replaced with the following text:

> "**3. Term.** The term of this MOU shall commence upon full execution of this MOU by the Parties and terminate on October 31, 2026, unless terminated earlier by either Party upon a thirty (30) days' advance written notice to the other Party."

2. Except as expressly modified herein, all other terms, conditions and provisions of the MOU, which are not inconsistent with this Amendment No. 1 shall remain in full force and effect and binding upon the parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 1 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

KLINGBERG FAMILY CENTERS, INC.

By: _____
Steven A. Grelli, Ph.D.

Its: President / CEO

Date: 8/25/25

#4

WATERBURY PUBLIC SCHOOLS

Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Ph-203-574-8024/F-203-574-6709
Maureen M. Bergin
Supervisor, Early Childhood Education

Executive Summary

DATE: July 28, 2025

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Maureen Bergin, Supervisor, Early Childhood Education Program

Subject: Approval of 2025-2028 contract with Teaching Strategies, LLC for the Preschool Classroom Curriculum, Cloud Subscription, and Gold Assessment Portfolio System

On behalf of the City of Waterbury Early Childhood Education Program, I respectfully submit for approval the contract with Teaching Strategies, LLC. This contract supports the continued provision of Creative Curriculum® Classroom Digital Resources, Teaching Strategies GOLD® Portfolio Assessment, and professional development services to all preschool educators in the district.

This request seeks approval from the Waterbury Board of Aldermen and the Waterbury Board of Education to authorize access to both print and digital curriculum materials, assessment tools, and professional learning necessary to implement a high-quality preschool program for Waterbury's youngest learners. Funding for this contract will be provided through Title I and Alliance Grant resources. Over 820 students are enrolled in 52 classrooms throughout 18 schools in the district that will experience quality instruction from this curriculum resource.

Contract Summary
Teaching Strategies, LLC will offer goal-aligned professional learning through online coaching, program-wide presentations, and a suite of digital resources. These services will support the implementation of the approved Creative Curriculum® and GOLD® Assessment System over the course of a three-year agreement. The total contract amount is $215,059.20 to be paid over 3 years at the following schedule. Year One: $115,494.56; Year Two- $49,782.32; Year Three- $49,782.32.

Competitive Bid Process
This contract is the result of RFP #8127, issued through the City of Waterbury's open competitive bid process. Creative Curriculum and the GOLD Assessment System were one of three submissions reviewed. In June 2025, a committee consisting of seven staff members—including a principal, supervisor, general education and special education teachers—selected Teaching Strategies, LLC based on the curriculum's educational alignment, evidence-based pedagogy, and direct connection to the CT ELDS. Professional development and coaching services from Teaching Strategies, LLC are uniquely tailored to the implementation of the Creative Curriculum and GOLD systems and are designed to directly support the achievement of state preschool standards.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8127
For
Early Childhood Preschool Curriculum
between
The City of Waterbury, Connecticut
and
Teaching Strategies, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Teaching Strategies, LLC, a Delaware Limited Liability Company with principal offices located at 80 M Street SE, Suite 1010, Washington, D.C. (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 8127 to provide for an online early childhood preschool curriculum, including student assessment program, online data storage and management, professional development and training and the outfitting of new classrooms as may be required; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 8127; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide a Print and Digital Early Childhood Preschool Curriculum including a student assessment and portfolio program, online data, storage, management and archiving system, professional development and training, and the outfitting of new classrooms and training as may be required, and interfaced with a dashboard management system, as detailed and described in the Bid Documents in Attachment A and which are hereby made material provisions of this Contract, including:

A. The Creative Curriculum® for Preschool, 6th Edition Cloud Subscription – in print and digital formats
B. The Creative Curriculum® for Pre-K + Cloud Subscription Bundle
C. GOLD® assessment system (700 portfolios per year)

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 8127 (attached hereto)
1.1.2 Contractor's Revised Budget dated July 21, 2025 (attached hereto)
1.1.3 Contractor's Response to RFP No. 8127 (attached hereto)
1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.5 Certificates of Insurance, incorporated by reference
1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.7 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 Contractor's Revised Budget dated July 21, 2025 (attached hereto).
1.2.3 Contractor's Response to RFP No. 8127 (attached hereto)
1.2.4 The City's solicitation documents, RFP No. 8127.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

under the Contract. The work schedule must be agreed upon by the City and the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Contract Time**. The term of this Contract shall be for a base period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating June 30, 2028, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

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

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

Fee Schedule. The fee payable to Contractor shall not exceed **TWO HUNDRED FIFTEEN THOUSAND FIFTY-NINE AND 20/100 DOLLARS ($215,059.20)** and shall be in accordance with Contractor's Revised Budget dated July 21, 2025 as follows:

Amount Year 1 (9/1/25 – 6/30/26):	$115,494.56
Amount Year 2 (7/1/26 – 6/30/27):	$ 49,782.32
Amount Year 3 (7/1/27 – 6/30/28):	$ 49,782.32
Total Contract Amount:	$215,059.20

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the

work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 8127 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

8. Indemnification.

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

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

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

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

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

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other

amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

9. Contractor's Insurance.

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

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

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

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

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

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

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

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability: EL Each Accident **$1,000,000.00,** 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.

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

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

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

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

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

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

notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

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

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

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

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

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

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

12. Intentionally left blank.

13. Termination.

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

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

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

materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

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

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

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

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

Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 8127 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 8127.

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

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

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

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

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

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

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

Contractor: Teaching Strategies, LLC
80 M Street SE, Suite 1010
Washington, DC 20003

City: City of Waterbury

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

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

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

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was

included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also he recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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

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

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/23)." For Chapter 38, click on "TITLE III:

ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

Sign: Andrea Yamamoto

Print name: Andrea Yamamoto

Sign: Richard C Carstens

Print name: RICHARD C. CARSTENS

TEACHING STRATEGIES, LLC

By: _____

Print name: Thomas Yamamoto

Its: General Counsel

Date: AUGUST 25, 2025

ATTACHMENT A

1. The City's solicitation documents, RFP No. 8127 (attached hereto)
2. Contractor's Revised Budget dated July 21, 2025 (attached hereto).
3. Contractor's Response to RFP No. 8127 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances (incorporated by reference)
7. All Required Licenses See attached Document

REQUEST FOR PROPOSAL #8127
BY
THE CITY OF WATERBURY
Board of Education
Early Childhood Preschool Curriculum

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a qualified firm to provide a Print and On-Line Early Childhood Preschool Curriculum.

A. Background and Intent

To provide a Print and Digital Early Childhood Preschool Curriculum that includes a student assessment and portfolio program, an online data, storage, management and archiving system, professional development and training, and the outfitting of new classrooms and training as may be required, and interfaced with a dashboard management system.

B. Qualifications

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

1. Show evidence of a minimum of three references for providing similar services, with CT Municipalities preferred.
2. Show evidence of alignment and conformity to CT State Standards for Early Learning and Development. (CTELDS).
3. Have been in business a minimum of five years in providing such services.
4. Show understanding and alignment to culturally responsive pedagogy for the learner in an Early Childhood setting.

C. Scope of Services

Qualified Proposers shall describe their Early Childhood Preschool Curriculum which includes Pre-school and Pre-K designations. Proposals shall list costs for basic curriculum, print versions, student portfolio assessments, outfitting additional classrooms along with the cost per day for providing training days. Vendors should provide evidence of providing for all requirements, including for connecting to sample online curriculums. PLEASE NOTE: Actual print samples of curriculum should NOT be provided with your response.

1) Pre-School & Pre-Kindergarten program specifications (Age 3 & 4 year old)

1. The preschool curriculum and assessment system must be available in English and Spanish.
2. The curriculum must include instructional content aligned to social emotional, physical, language, and cognitive developmental domains, as well as the inclusion of literacy, math, social studies and science subject areas.

3. The program must provide a scope and sequence with learning progressions for instruction and assessment for the three-year old English speaking and Multi-lingual learner.
4. The program must provide a scope and sequence with learning progressions for instruction and assessment for the four- year old English speaking and Multilingual learner.
5. The program must support Multilingual learners.
6. The program must include differentiation for students with developmental delays accelerated learners, and support language development for multilingual learners.
7. The online component must have the capability to offer interactive lessons for educators and a two-way home-school communication system.
8. The program must have a phonological or phonemic awareness curriculum for three & four-year old leaners.
9. The program should include text and authors that are diverse and were chosen to include selections that are multicultural, multi-age, multi-generational, equal gender, disabilities, etc. The selections should also include a variety of genres, cross-curricular content, and current events.
10. The vendor must have a virtual data management and storage system for archiving all units and components for up to three years and follow all applicable FERPA laws.
11. The program should include or encourage evidence-based instructional practices such as, but not limited to: opportunities for demonstrations, structured practice, and practice with feedback.
12. The program should include opportunities for students to engage in rigorous tasks that encourage communication, grit, problem solving, and collaboration.
13. Upon request, vendors should be able to provide timely access to a sample online program of the proposed curriculums.
14. The program must have robust assessment system or program that directly measure students' progress to mastering the CTELDS. It is anticipated an average of eighteen (18) students for each of the current fifty-four (54) classroom for an initial count of nine hundred and seventy two (972). Actual numbers will be provided upon award and then by each semester of the contract.
15. Pricing shall be listed as the cost per the student as listed on the price response pages.
16. Vendors shall be given the actual number of students by August 15 for the fall semester, and then by December 15 for the spring semester. Invoicing shall be by the actual number of students submitted for each semester multiplied by the cost per student from the proposal.
17. This program is defined as for both three and four year-old children.

2) <u>Print Version – 3yrs old and 4 yr. olds</u>

Provide a cost per each print version of the curriculum with separate pricing listed for 3yr old and then 4yr olds. Versions must be available in English and in Spanish. Cost shall include all shipping to the school. Owner reserves the right to adjust exactly how many and in what language versions are actually purchased at the time of an award.

3) Portfolios and Assessments

Provide a cost for a robust reporting system, drawn from a student repository or Portfolio for work, both formative and summative, that directly measure students' progress aligned to the CT Early Learning Development Standards, and provides a comparative analysis of classroom students. Pricing shall be submitted by the cost per portfolio/assessment. Owner reserves the right to purchase the number of portfolio/assessments as needed upon award, or in subsequent semesters.

4) Outfitting for up to six new Pre-School classrooms.

1. Vendors shall provide a cost per each classroom for the outfitting for up to six (possibly more depending upon actual enrollments) new classrooms as follows:
   a. Preschool Online Digital Curriculum Package as per Scope of Work Section A.
   b. Assessment program at average of eighteen (18) per each classroom ordered. As per Section C
   c. Archiving for all components
   d. One print version per classroom. As per section B
   e. Invoicing shall occur only for classrooms actually outfitted, if any

5) Professional Development and Teacher training

- **a.** Vendors shall provide a total cost for providing a one-day training
- **b.** Vendor shall list how many trainers the cost includes
- **c.** Vendors shall list the maximum class size they can handle at one training.
- **d.** Training shall review use of the software including all shortcuts, refinements, updates as may apply
- **e.** Owner shall schedule the number of training sessions deemed necessary for each year's teachers without regard to a minimum or maximum number to be scheduled, and invoiced only for training sessions actually held.
- **f.** Vendors shall list and describe if any courtesy or no cost training days would be included with their curriculum.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be for a minimum base period of three years with two 1-year options to extend up to five years.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of

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

F. General Information

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

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

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 30, 2025**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by June 3, 2025, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Supervisor of Early Childhood Education or their designee(s).

H. Conditions

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

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

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

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

4. The proposer agrees that the proposal will remain valid for a period of 60 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

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

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

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

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

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

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

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

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

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

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

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

I. Proposal Requirements & Required Format

One original (clearly identified as such) and 3 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on June 11, 2025. Proposals received after that time shall not be considered.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized

official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

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

      Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
    c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include prices for all items as listed on the price submission page (Attachement E) for services to be provided in accordance with this RFP, inclusive of all personnel and non-personnel expenses. These prices shall encompass the entire Scope of Services in this RFP and include for possible discount for pre-payment and a deduct cost for not ordering a print version of the materials. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above prices and costs for each line item requested and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:
a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

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

b. Proposed cost schedule.

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

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

2. Selection Process

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

K. Rights Reserved To The City

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

L. Federal, State and Local Employment Requirements – Not applicable

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

M. State Set-Aside Requirements – Not applicable

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

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – Not applicable

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

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

O. Bid Bond – Not applicable

Each Proposal with a total cost greater than $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds – Not applicable

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Attachment A Documents

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

I have read and agree to the above certification.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Certification

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

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

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

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

State of_____

SS.:_____

County of_____

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

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

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

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

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

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

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

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

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

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

Attachment B Document

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8127
For
Early Childhood Preschool Curriculum
between
The City of Waterbury, Connecticut
and
_____

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

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 8127 to provide for an online early childhood preschool curriculum, including student assessment program, online data storage and management, professional development and training and the outfitting of new classrooms as may be required; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 8127; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide a Print and Digital Early Childhood Preschool Curriculum that including a student assessment and portfolio program, online data, storage, management and archiving system, professional development and training, and the outfitting of new classrooms and training as may be required, and interfaced with a dashboard management system, as detailed and described in the Bid Documents in Attachment A and which are hereby made material provisions of this Contract, including:

SAMPLE CONTRACT ONLY

A. Pre-School & Pre-Kindergarten program specifications (Age 3- & 4-year-old):

1. The preschool curriculum and assessment system must be available in English and Spanish.
2. The curriculum must include instructional content aligned to social emotional, physical, language, and cognitive developmental domains, as well as the inclusion of literacy, math, social studies and science subject areas.
3. The program must provide a scope and sequence with learning progressions for instruction and assessment for the three-year old English speaking and Multi-lingual learner.
4. The program must provide a scope and sequence with learning progressions for instruction and assessment for the four-year-old English speaking and Multi-lingual learner.
5. The program must support Multi-lingual learners.
6. The program must include differentiation for students with developmental delays accelerated learners, and support language development for multilingual learners.
7. The online component must have the capability to offer interactive lessons for educators and a two-way home-school communication system.
8. The program must have a phonological or phonemic awareness curriculum for three & four-year old learners.
9. The program should include text and authors that are diverse and were chosen to include selections that are multicultural, multi-age, multi-generational, equal gender, disabilities, etc. The selections should also include a variety of genres, cross-curricular content, and current events.
10. The vendor must have a virtual data management and storage system for archiving all units and components for up to three years and follow all applicable FERPA laws.
11. The program should include or encourage evidence-based instructional practices such as, but not limited to: opportunities for demonstrations, structured practice, and practice with feedback.
12. The program should include opportunities for students to engage in rigorous tasks that encourage communication, grit, problem solving, and collaboration.
13. Upon request, vendors should be able to provide timely access to a sample online program of the proposed curriculums.
14. The program must have robust assessment system or program that directly measure students' progress to mastering the CTELDS. It is anticipated an average of eighteen (18) students for each of the current fifty-four (54) classroom for an initial count of nine hundred and seventy two (972). Actual numbers will be provided upon award and then by each semester of the contract.
15. Pricing shall be listed as the cost per student as listed on the price response pages.
16. Vendors shall be given the actual number of students by August 15 for the fall semester, and then by December 15 for the spring semester. Invoicing shall be by the actual number of students submitted for each semester multiplied by the cost per student from the proposal.

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17. This program is defined as for both three- and four-year-old children.

B. Print Version – 3yrs old and 4 yr olds
Provide a cost per each print version of the curriculum with separate pricing listed for 3yr old and then 4yr olds. Versions must be available in English and in Spanish. Cost shall include all shipping to the school. Owner reserves the right to adjust exactly how many and in what language versions are actually purchased at the time of an award.

D. Outfitting for up to six new Pre-School classrooms.
1. Vendors shall provide a cost per each classroom for the outfitting for up to six (possibly more depending upon actual enrollments) new classrooms as follows:

a. Preschool Online Digital Curriculum Package as per Scope of Work Section A.
b. Assessment program at average of eighteen (18) per each classroom ordered. As per Section C
c. Archiving for all components
d. One print version per classroom. As per section B
e. Invoicing shall occur only for classrooms actually outfitted, if any

E. Professional Development and Teacher training

a. Vendors shall provide a total cost for providing a one-day training
b. Vendor shall list how many trainers the cost includes
c. Vendors shall list the maximum class size they can handle at one training.
d. Training shall review use of the software including all shortcuts, refinements, updates as may apply
e. Owner shall schedule the number of training sessions deemed necessary for
each year's teachers without regard to a minimum or maximum number to
be scheduled, and invoiced only for training sessions actually held.
f. Vendors shall list and describe if any courtesy or no cost training days would be included with their curriculum.

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 8127 (attached hereto)
1.1.2 _____ Quote dated _____ (attached hereto)
1.1.3 _____ Response to RFP No. 8127 (attached hereto)
1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.5 Certificates of Insurance, incorporated by reference

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.7 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 _____ Quote dated _____ (attached hereto).
1.2.3 _____ Response to RFP No. 8127 (attached hereto)
1.2.4 The City's solicitation documents, RFP No. 8127.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

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

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

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

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

Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The term of this Contract shall be for a base period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating June 30, 2028, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. The City shall have the right to extend the term of this contract for two separate 1-year periods, on the same terms and conditions as this contract, by

giving written notice of its election to exercise each extension at least 30 days prior to the expiration of the base term of the contract. ("Contract Time").

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

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

INSERT COMPENSATION TERMS

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

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 8127 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

8. Indemnification.

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

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

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

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

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

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

9. Contractor's Insurance.

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

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

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

cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply

with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

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

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department

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is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

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

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

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

12. Intentionally left blank.

13. Termination.

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

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this
Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

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

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

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

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

profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

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

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

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

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

functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

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

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

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

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

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a

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certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 8127 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 8127.

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

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

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

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

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

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

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

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

Contractor:

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

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

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

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

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

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

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

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

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

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

"Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/23)." For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of

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

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

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

(signature page follows)

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____

Print name: Paul K. Pernerewski, Jr., Mayor

Sign:_____ Date:_____

Print name:

WITNESSES:

Sign:_____ By:_____

Print name:

Its:_____

Sign:_____ Date:_____

Print name:

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ATTACHMENT A

1. The City's solicitation documents, RFP No. 8127 (attached hereto)
2. Bidder’s Quote dated _____ (attached hereto)
3. Bidder’s Response to RFP No. 8127 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document

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CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

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

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

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

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

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

LIMITED LIABILTY COMPANY RESOLUTION

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

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

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

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

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

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

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

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

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

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

1 _____ 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

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

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email:_____
Date: _____

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

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL #8127
BY
THE CITY OF WATERBURY
Board of Education
Early Childhood Preschool Curriculum
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

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

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

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

Attachment E Document

- COST PROPOSAL FORM

REQUEST FOR PROPOSAL #8127
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
Early Childhood Curriculum

ATTACHMENT E

Price Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: _____

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

Sir:

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

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)
_____

_____

_____

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

[Proposal continued on following page(s)]

Early Childhood Curriculum – RFP 8127		
Description	**Amount (In Words)**	**Amount (In $)**
Year 1 Curriculum – Per Student		**$**
Year 2 Curriculum – Per Student		**$**
Year 3 Curriculum – Per Student		**$**
Year 4 Option Curriculum – Per Student		**$**
Year 5 Option Curriculum – Per Student		**$**
Print Version – 3yr old Per one set		**$**
Print version – 4yr old Per one set		**$**
Portfolio / Assessment - Per Unit		**$**
Outfitting New Classroom – Per Classroom		**$**
Cost per day of Professional Development Training		**$**

Vendors should provide sample online curriculums. PLEASE NOTE: Actual print samples of curriculum should NOT be provided with your response.

All costs shall be listed as per individual unit costs. Owner will calculate the total cost based upon how many units to be used for each item at time of the award.

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

Respectfully submitted by: _____

_____ _____

Social Security Number or Federal Identification Number (Print or Type)

Company/Corporate Name (Print or Type)

_____

Signature of Authorized Official

_____

Name of Authorized Official (Print or Type)

_____

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

_____ _____

Business Address: (Print or Type)

Business Fax Number: (Print or Ty

_____ _____

City, State, Zip Code: (Print or Type)

Business Mobile Number: (Print or Type)

_____ _____

Business Telephone Number: (Print or Type)

Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT E

Teaching Strategies' Revised Budget – July 21, 2025

Early Childhood Curriculum – RFP 8127

Table 1: Curriculum and Assessment

Product	Year 1	Year 2	Year 3
The Creative Curriculum® for Preschool, 6th Edition Cloud Subscription **ONLY**	$10,794.56	$10,794.56	$10,794.56
The Creative Curriculum® for Pre-K + Cloud Subscription Bundle	$90,000.00**	$24,287.76	$24,287.76
GOLD® (700 portfolios per year)	$14,700.00	$14,700.00	$14,700.00
Total Per Year	**$115,494.56**	**$49,782.32**	**$49,782.32**

** Year 1 pricing for *The Creative Curriculum® for Pre-K* and *The Creative Curriculum® Cloud* Bundle will be extended to any new PreK–4 classrooms added in Years 2 and 3.

Table 2: Professional Development

Professional Development	Total Cost per Session
Virtual and In-Person Professional Development, per 6-hour day for up to 30 participants per session per day	**$3,985.00**

Teaching Strategies, LLC
is pleased to present
The Creative Curriculum® for Preschool, Guided Edition, and
The Creative Curriculum® for Pre-K
Print and Digital Bundles with
Professional Development Teacher Membership
to
The City of Waterbury Board of Education
in response to
RFP #8127 – Early Childhood Preschool Curriculum

Technical Proposal

Teaching Strategies, LLC
80 M Street SE, Suite 1010
Washington, DC 20003
301.634.0818.

Closing Date: June 11, 2025
Contact Person: Sayra Hughes
Sr. Director of RFPs
301.974.7703

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum

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Tab 1. Proposer Information

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum

Tab 1. Proposer Information

For more than 40 years, **Teaching Strategies, LLC** has held a steadfast belief: the most powerful way to improve child outcomes is through effective teaching. To support this mission, we have developed forward-thinking, comprehensive, research-based, and research-proven curriculum resources. These tools empower preschool teachers and caregivers to be their most effective—honoring their creativity and reinforcing their critical role in making learning both exciting and meaningful for every child. Our solutions are used by early childhood educators across the country to implement developmentally appropriate programs that promote active learning and foster progress across all areas of development.

Teaching Strategies, LLC is wholly owned by **UTJ Holdings, Inc.,** a privately held company. **Established in 1988 in Delaware**, Teaching Strategies has grown significantly while remaining grounded in its early childhood roots. Many of our staff are former educators and administrators who bring firsthand experience and deep respect for the challenges educators face. Their insights shape every product and service we offer—from curriculum and assessment to professional development and family engagement resources—designed for children from birth through third grade.

Teaching Strategies has more than 415 employees and is headquartered at **80 M Street SE, Suite 1010, Washington, DC 20003.** Our company's website address/ Internet URL is www.teachingstrategies.com.

The company is led by a **Chief Executive Officer** who reports to an independent **Board of Directors**. Our organizational structure is functional and collaborative, ensuring that every aspect of the customer experience is supported and monitored closely. Dedicated project teams oversee the implementation of all contracts, managing timelines, milestones, performance metrics, and fiscal accountability.

- Our **leadership team** is composed of professionals with deep expertise in education, business operations, customer service, and digital product development. Each leader shares a commitment to empowering educators and helping children become confident, creative thinkers.
- Our **Sales Team** supports early childhood stakeholders at the federal, state, local, and private levels.
- The **Research Department** conducts field studies to confirm product validity and reliability and to support data analysis and reporting needs.

- The **Partner Success and Professional Development teams** provide tailored training and support for effective implementation of our solutions.
- Our **Technology team** enhances and expands the functionality of our digital tools, guided by direct feedback from early educators.
- The **Public Policy and State Partnerships Team** tracks developments in education policy and works with field leaders to advocate for strong early learning systems.

Teaching Strategies is uniquely equipped to deliver customized professional learning experiences and support complex statewide and district-level implementations. Our work is driven by cross-functional teams that include **Partner Success Managers** and **Staff Trainers**—a select group of certified early childhood professionals with expertise in areas such as bilingual education, special needs, early literacy and numeracy, and developmentally appropriate assessment. Most hold advanced degrees and have served in diverse roles, including in public schools, Head Start programs, childcare centers, and military child development centers. In addition to our in-house team, we maintain an extensive **Professional Development Network (PDN)** composed of veteran educators and administrators who have supported our work for more than a decade. Their collective field experience allows us to provide high-impact training and support to partners nationwide.

Below are the names, titles, reporting relationships, and relevant background of the principal members of our organization:

- **Mike Derezin, Chief Executive Officer, Reports to the Board of Directors**
  Mike leads the strategic vision and operations at Teaching Strategies. With over 25 years of experience driving digital transformation in education and workforce development, he has held senior leadership roles at LinkedIn, where he helped grow LinkedIn Learning into one of the world's largest online learning platforms. A former elementary school teacher and lifelong advocate for educators, Mike brings a deep commitment to innovation, equity, and impact in early childhood education. He holds a B.A. from the University of California, Berkeley and an M.B.A. from Stanford Graduate School of Business.
- **Heather O'Shea, Chief Financial Officer, Reports to the CEO**
  Heather leads the finance, accounting, and legal operations at Teaching Strategies. With a background in investment banking, private equity, and education-focused strategy consulting, she is dedicated to improving education equity and has held leadership roles with Teach For America and Education Pioneers. Heather holds a B.B.A. in Accounting from the University of Michigan and an M.B.A. from Harvard Business School.
- **Thomas Yamamoto, General Counsel, Reports to the CEO**
  Thomas provides legal guidance and oversees compliance at Teaching Strategies. With decades of experience in legal leadership at high-growth, mission-oriented tech firms, he

brings expertise in building legal teams and managing risk. He is a U.S. Naval Academy graduate and holds a J.D. from Catholic University's Columbus School of Law.

- **Scott Balwinski, Chief Operating Officer, Reports to the CEO**
  Scott oversees operations at Teaching Strategies, leading the customer success, support and technical services, logistics, and business information systems teams. He brings over 25 years of operational experience in the education sector, spanning early childhood, K–12, and higher education. Scott holds a B.S. in Civil Engineering from Rensselaer Polytechnic Institute and an M.B.A. from the Darden School of Business at the University of Virginia.
- **Celia Stokes, President of Product, Reports to the CEO**
  Celia leads product strategy and innovation at Teaching Strategies, guiding the creation of the next generation of offerings that combine pedagogical expertise with the power of data and digital tools. She brings more than 25 years of executive leadership and strategic consulting experience across mission-driven, high-growth companies in the education technology, mobile app, IoT, and aviation industries. Celia earned a Bachelor of Arts Degree in Economics from the University of Virginia.
- **Breeyn Mack, Senior Vice President of Education, Reports to the President of Product**
  Breeyn leads the development of educational content and professional learning at Teaching Strategies. She oversees the instructional design of curriculum and professional development initiatives that support educators and families nationwide. With nearly a decade at Teaching Strategies, Breeyn has coauthored numerous resources, including *Coaching to Fidelity, Preschool Edition*, and collaborated with educators to develop tools that are practical, research-aligned, and grounded in classroom realities. Breeyn holds a Bachelor of Arts Degree in Elementary Education from Towson University in Maryland.
- **Nicol Russell, Ed.D., Chief Academic Officer, Reports to the President of Product**
  Nicol leads the academic vision and strategy at Teaching Strategies, drawing on over two decades of experience as an educator, administrator, and policy leader in early childhood education. She began her career as a preschool teacher and has served as a school administrator, Head Start state collaboration director, and administrator at the Arizona Department of Education. Her academic research focuses on implementation practices in early learning and creating equitable access for all children. Nicol holds a bachelor's and master's degree in early childhood education and early childhood special education, as well as an Ed.D. in educational leadership, all from Northern Arizona University.
- **Kevin Roden, Vice President of Partner Success, Reports to the CEO**
  Kevin leads the Partner Success team at Teaching Strategies, overseeing a national team of 50 certified product experts who provide implementation support and change management for customers across the country. With more than 25 years in education, Kevin previously served as Vice President at ReadyRosie®, a research-based family engagement platform acquired by Teaching Strategies in 2019. He holds a B.S. in

Political Science from the University of North Texas, and an M.A. and ABD Ph.D. in Philosophy from the University of Dallas.

- **Jonah Stuart, Chief Policy and Government Relations Officer, Reports to the CEO** Jonah leads the public policy, advocacy, and government relations strategy at Teaching Strategies, working to expand access to high-quality early childhood education across the country. Since joining the company in 2009, Jonah has led state-level partnerships and shaped the organization's research and policy agenda. Jonah holds a B.A. in History and Political Science from the University of California, Berkeley, and an M.A. in Education from Johns Hopkins University.

Tab 2. Experience, Expertise, and Capabilities

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum

Experience, Expertise, and Capabilities

a. Philosophy Statement and Business Focus

With groundbreaking solutions and a deep belief that a child's first eight years form the critical foundation for lifelong learning, Teaching Strategies has been a trusted partner to the early education community for more than 40 years. We continue to expand our offerings to meet the evolving needs of educators—providing award-winning resources such as *The Creative Curriculum® for Preschool* and widely adopted assessment tools like *GOLD®*.

Teaching Strategies partners with early childhood educators by offering innovative, research-based solutions that empower and inspire them in their work with children from birth through third grade. We are committed to advancing the field of early childhood education through integrated, high-quality resources; responsive, ongoing support; and proven tools that help every educator open doors to lifelong learning.

At Teaching Strategies, our five core values guide everything we do:

- **Innovative**: We incorporate the latest research into fresh approaches to teaching and learning that are both practical and cutting-edge.
- **Responsive**: We design our products and services to meet the real-world needs of today's educators.
- **Collaborative**: We bring together expertise across disciplines to create comprehensive solutions for early childhood programs.
- **Respectful**: We honor the important role educators play by developing resources that support their personal and professional growth.
- **Ethical**: We are a socially conscious organization that conducts business with integrity and purpose.

b. Summary of Relevant Experience

At Teaching Strategies, we are fortunate to partner with many organizations that share our deep commitment to early learning and education. Our partnerships allow us to enhance and expand the scope and quality of the resources we provide and collaborate with other leading organizations in the early childhood field to positively impact outcomes for young children throughout the country.

Evidence of impeccable past performance is substantiated by the similar projects provided below. These are just three of the hundreds of organizations that have contracted with our

company for services similar to those outlined in *The City of Waterbury's RFP #8127 for Early Childhood Preschool Curriculum,* and additional references are available upon request. We encourage the District to contact any of our partners to inquire about Teaching Strategies' collaborations.

Reference #1

Organization Name: **New Haven Public Schools, CT**
Contact Person Name: **Pamela Augustine-Jefferson, Director of Early Learning programs**
Address: **54 Meadow St., New Haven, CT 06519**
Phone Number: **203-623-0961**
Email Address: pamela.augustine-jefferson@new-haven.k12.ct.us

Teaching Strategies is proud to partner with New Haven Public Schools to support high-quality early childhood education across the district. Since 2023, this partnership has provided educators with a comprehensive suite of Teaching Strategies' resources, including:

- *The Creative Curriculum® for Preschool*, Guided Edition
- *GOLD®* assessment system
- *Teaching Strategies® Cloud* subscription
- *Professional Development Teacher Membership* subscription
- *ReadyRosie®* family engagement platform
- *The Essentials Kit* for classroom implementation

This integrated solution equips New Haven's early childhood educators with research-based curriculum, assessment tools, family engagement supports, and ongoing professional learning to ensure every child has a strong foundation for school success.

Reference #2

Organization Name: **Consolidated School District of New Britain, CT**
Contact Person Name: **Terryanne Turcotte, Principal of Roosevelt Early Learning**
Address: **272 Main St, New Britain, CT 06051**
Phone Number: **860-827-2017**
Email Address: turcotte@csdnb.org

Since 2024, the Consolidated School District of New Britain has partnered with Teaching Strategies to elevate the quality and consistency of its early childhood programming. Through a district-wide adoption, the preschool team is implementing *The Creative Curriculum® for Preschool*, Guided Edition to provide a unified instructional framework across classrooms.

To support this initiative, the district has invested in a comprehensive ecosystem designed to enhance instructional practice, build educator capacity, and strengthen school-to-home connections. The purchased resources include:

- *The Creative Curriculum® for Preschool*, Guided Edition
- *The Essentials Kit* for hands-on materials
- *Teaching Strategies GOLD®* for authentic, observation-based assessment
- *Cloud-based digital access* to curriculum and assessment tools
- *Professional Development Teacher and Coach Memberships* for ongoing learning
- ReadyRosie® for evidence-based family engagement

This investment reflects the district's dedication to fostering high-quality, developmentally appropriate experiences for all preschool learners and ensuring educators are equipped with research-based resources to drive student success.

Reference #3

Organization Name: **New London Public Schools**
Contact Person Name: **Jennifer Hills-Papetti, Director of Curriculum, Instruction and Assessment**
Address: **3 Shaw's Cove, New London, CT 06320**
Phone Number: **860-447-6014**
Email Address: hills-papettij@newlondon.org

New London Public Schools (CT) has been partnering with Teaching Strategies since 2021 to strengthen early learning across its preschool programs. The district has adopted a suite of integrated resources designed to support both teaching and family engagement. As part of this partnership, New London implemented *The Creative Curriculum® for Preschool*, Guided Edition to ensure alignment with best practices in early childhood education. To support high-quality instruction and meaningful assessment, the district also utilizes:

- *Teaching Strategies GOLD®* for developmental assessment
- *Digital access* via the cloud-based platform
- ReadyRosie® for strengthening home-school connections
- *Professional Development Teacher Membership* for continuous educator learning

This collaboration underscores New London's investment in high-quality, research-aligned instruction and meaningful professional growth for early childhood educators.

Following is a comprehensive list of projects completed within the last three (3) years.

Table 1: Teaching Strategies Comprehensive List of Connecticut Accounts

Program Name	Program Type
Hall Neighborhood House	Child Care
Learning Center - Pipers Hill	Child Care
Earthplace Nursery School	Child Care
Riverfront Children's Center	Child Care
ACES International Preschool and Childcare Center, Woodbury	Child Care
Town of Enfield Child Development Center	Child Care
Big Dreams Early Learning Center	Child Care
Tender Care Learning Center	Child Care
The Ark Child Development Center	Child Care
First Church Academy for Young Children	Child Care
Maritime Odyssey Preschool	Child Care
First Impressions Learning Academy	Child Care
ACES International Preschool and Childcare Center, Newtown	Child Care
Pequenin Children Multicultural	Child Care
Creative Hearts Learning Academy	Child Care
Creative Me	Child Care
Manchester Early Learning Center	Child Care
Hilltop Christian Early Learning Center	Child Care
Foundations for Learning	Child Care
Creative Minds, ECC-LLC	Child Care
Marie Child Care - MCCLLC	Child Care
First Academy Preschool	Child Care
Cheryl Lawrence	Child Care
Auntie Rose Child Care Development Center	Child Care
Sterling House Community Center	Child Care
Red Barn Children's Center	Child Care
Good Child Development Center	Child Care
Farnam Nursery School	Child Care
Elizabeth Celotto CCC	Child Care
New Horizon Kids Academy	Child Care
Green World Family Child Care Home	Child Care
Capitol Child Development Center	Child Care
Growing Seeds	Child Care
CCSU Drop-In Center	Child Care
Homeschool	Child Care
Growing Seeds- Brookfield	Child Care
Akademos Inc - Bookstore	College Classroom/ Bookstore
CT State Community College Norwalk	College Classroom/ Bookstore
Archdiocese of Hartford Education Office	Diocesan Office
Alliance for Community Empowerment; Formerly ABCD, Inc	Head Start
Education Connection	Head Start
CDI Head Start Hartford and Middlesex	Head Start
Team Inc., Early Head Start Child Care Partnership	Head Start
Stamford Head Start	Head Start
Community Renewal Team, Inc. (CRT)	Head Start
All Our Kin	Head Start
Meriden YMCA	Head Start
HRA of New Britain Inc.	Head Start
Area Cooperative Education Services	Head Start
CIFC-Danbury Head Start Center	Head Start
CIFC-Greater Norwalk Nathaniel Ely Center Head Start	Head Start

Program Name	Program Type
Thames Valley Council for Community Action, Inc	Head Start
Barbara Timken	Individual
City of Hartford	Local/County Agency
Family Centers	Non-Profit Agency
United Way of Greater New Haven	Non-Profit Agency
Catholic Charities, Inc. (Connecticut)	Non-Profit Agency
Harbor Light Preschool Academy	Non-Profit Agency
Immanuel Lutheran School	Private School
Renbrook School	Private School
Gateway Center	Public School
Jumoke Academy Inc	Public School
American School for The Deaf	Public School
New Haven Public Schools	Public School District
East Hartford Public Schools	Public School District
Greenwich Public School District	Public School District
Stamford Public Schools	Public School District
Consolidated SD of New Britain	Public School District
Waterford Public School District	Public School District
Middletown Public Schools	Public School District
Cromwell Public Schools	Public School District
Norwich School District	Public School District
Stratford BOE	Public School District
Naugatuck Board of Education	Public School District
New London Public School District	Public School District
West Hartford Public School District	Public School District
North Branford School District	Public School District
Shelton City School District	Public School District
Newington Public Schools	Public School District
East Haddam Public School District	Public School District
Newtown Public Schools	Public School District
Thomaston School District	Public School District
Regional School District 17	Public School District
Seymour Public Schools	Public School District
Plymouth Public Schools	Public School District
Enfield Public School District	Public School District
East Haven School District	Public School District
Wilton Public School District	Public School District
Clinton Public Schools	Public School District
Stonington Public Schools	Public School District
Hartford Public School District	Public School District
Hartland School District	Public School District
Bridgeport Public Schools	Public School District
Connecticut Department of Education	State Agency
Capitol Region Education Council	Training / Resource & Referral
Cooperative Educ Service Center	Training / Resource & Referral

c. Personnel Listing

Teaching Strategies has allocated extensive resources to support the successful implementation of *The Creative Curriculum*® in The City of Waterbury. We are prepared to commence our work upon contract award and have established an Implementation Team of key personnel who will offer continuous support to teachers, administrators, and District staff during the implementation of our curriculum solution. Their respective résumés are included with this response. (See **Appendix A.**)

The Implementation Team is comprised of the following key personnel:

- **Sue Trites**, Partner Success Manager, will serve as Project Manager for this initiative.
- **Michael Brucato**, Sr. Business Development Manager for The City of Waterbury, will serve as the Project Coordinator for this initiative, and thus its central point of contact for the District. Mr. Brucato will provide continuous support during project implementation and coordinate with other departments across the company.
- **Michelle Salcedo**, Director of Professional Development, will work closely with assigned trainers and the City of Waterbury School District leadership to ensure seamless and responsive execution of training, and to support unanticipated problems such as inclement weather, technical difficulties or travel cancellations.

Teaching Strategies will also engage with Professional Development Network (PDN) members to provide some of the services outlined in this solicitation. PDN members will work under the direction of the Director of Professional Development to plan, deliver, and compile feedback for each professional development offering to which they are assigned. A list of the proposed PDNs is below. Their résumés are provided in **Appendix A** of this response.

Table 2: Teaching Strategies List of Professional Development Network (PDN) Team

PDN Name	Contact Information
Natalie Pickett	Natalie.p@teachingstrategiespd.net (301) 634-0818
Kristen Rhodes	Kristen.r@teachingstrategiespd.net (301) 634-0818
Joanna Parker	Joanna.p@teachingstrategiespd.net (301) 634-0818
Beth Peloquin	Beth.peloquin.pdn@teachingstrategiespd.net (301) 634-0818
Lisa Robinson	Lisa.r@teachingstrategiespd.net (301) 634-0818
Cynthia Parker	Cynthia.p@teachingstrategiespd.net (301) 634-0818
Angela Esaw	Angela.e.pdn@teachingstrategiespd.net (301) 634-0818
Andrea Russomanno	Andrea.r.pdn@teachingstrategiespd.net (301) 634-0818
Tiffany Akai	Tiffany.a.pdn@teachingstrategiespd.net (301) 634-0818

d. Conflict of Interest

Neither Teaching Strategies nor any individual who may deliver professional development under this contract has a conflict of interest per the terms of this solicitation.

Tab 3. Statement of Qualifications and Work Plan

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum

Tab 3. Statement of Qualifications and Work Plan

a. Qualifications

Teaching Strategies is the leading provider of early childhood curriculum, assessment, professional development, and family engagement solutions. With more than four decades of experience, we have built a trusted reputation for innovation, quality, and partnership in early learning. Our solutions—including *The Creative Curriculum*® and *GOLD*®, the most widely used early education curriculum and assessment tools in the nation—are used in over 240,000 classrooms across all 50 states and in more than 80 countries, impacting the development of more than 4 million children annually.

As a company committed to advancing the field of early childhood education, our qualifications are reflected not only in the breadth of our reach but also in the depth of our offerings. Teaching Strategies connects educators, children, and families through *SmartTeach*™, the leading early learning platform that integrates curriculum, assessment, family engagement, and professional development into one cohesive system. This comprehensive ecosystem is designed to support and empower teachers at every level of experience, while enhancing learning outcomes for children from birth through third grade.

Our flagship solution, *The Creative Curriculum*®, is an award-winning, research-proven comprehensive solution that features exploration and discovery as central elements of the learning experience. The curriculum enables children to build confidence, creativity, and critical thinking skills, and it provides teachers with a rich set of daily and foundational resources to implement developmentally appropriate, inclusive instruction. Recognized with EdTech Digest's "Cool Tool Award" for Curriculum and Instruction, *The Creative Curriculum*® incorporates a whole-child, play-based approach with explicit instruction in literacy and math—critical for ensuring students are kindergarten-ready.

Our team is composed of experienced educators, product designers, researchers, and professional learning specialists who understand the needs of schools and educators. The personnel assigned to this project bring deep content knowledge, practical classroom experience, and a collaborative mindset. Our cross-functional implementation teams include Partner Success Managers, Staff Trainers, Curriculum Specialists, and Partner Support personnel—all of whom are prepared to work closely with district stakeholders to ensure a seamless rollout and successful long-term adoption of our solutions.

We are confident that Teaching Strategies is uniquely positioned to meet the goals of this project. Our decades of experience, commitment to research-based best practices, and demonstrated success with large-scale implementations will ensure that The City of Waterbury continues to receive a high-impact, fully supported early learning solution. Upon contract award, we are prepared to begin implementation immediately and to work in close collaboration with district staff to ensure our continued partnership.

b. Work Plan

Teaching Strategies is committed to helping programs build long-term capacity to sustain high-quality implementation of our curriculum. We have a proven track record of providing comprehensive training and ongoing support to large-scale curriculum implementations, and we understand that continuous support is essential for the successful adoption of curriculum and assessment solutions. To meet these needs, we have a dedicated team composed of Partner Success, Renewals, and Professional Development professionals who support state and district partners across the country. Based on our extensive experience, we do not anticipate any risks that would affect our ability to successfully deliver *The Creative Curriculum® for Preschool*, *The Creative Curriculum® for Pre-K*, or the associated professional development services. This project will be fully supported by Teaching Strategies' robust organizational infrastructure, strong financial standing, experienced project team, and deep expertise in managing state-level curriculum rollouts and ongoing educator support.

As previously outlined on page 14 of this proposal, the Teaching Strategies Implementation Team will manage all aspects of the project. Responsibilities include coordinating monthly management meetings with the District, providing project reports and task updates, ensuring timely completion of the scope of work, and tracking project milestones in alignment with the District's timeline. The team will also monitor issue resolution and escalate technical concerns as needed.

To support project oversight, the Implementation Team will provide a detailed work plan. This plan will serve as a reference for The City of Waterbury to monitor progress and ensure on-time delivery of all activities and deliverables. The plan will include:

- Teaching Strategies' support processes
- Defined areas of support for the District

Proposed Professional Development Timeline:

- The City of Waterbury leadership will meet with Teaching Strategies' Sr. Business Development and Partner Success Managers to review project goals, confirm the delivery timeline, identify the target audiences for professional development, and address any logistical considerations.

- The District will approve the proposed professional development plan, confirm session dates, and designate contacts to collaborate with Teaching Strategies.
- At least two weeks prior to each training session, Teaching Strategies' trainers will conduct a needs assessment by contacting the designated District contacts to better understand participants' unique contexts and learning needs.
- Training evaluations will be distributed and collected during or immediately after each professional development session.
- Within two business days of the training session, Teaching Strategies will provide the District with a report that includes evaluation results, trainer feedback, attendee sign-in sheets, and recommendations for next steps.

Finally, Teaching Strategies assures The City of Waterbury that key personnel assigned to this project will not be removed or reassigned without prior written notice to the District. Should a change become necessary, only qualified replacements will be proposed, and their résumés will be submitted to the District for prior review and approval.

Table 3: Teaching Strategies Proposed Work Plan

Support	Type	Suggested Time/Week	Audience	Notes	Resources
Partner Success Check-In Meetings	Zoom Call	45 min meetings monthly or as requested throughout contract	Partner Success, Sales, and Waterbury Administrator	Ongoing general support (implementation of products – *The Creative Curriculum*® Cloud, *GOLD*® reporting, technical support, various PD services). These will continue monthly throughout the contract term.	Zoom Call Invitation
New and Noteworthy Highlights	The Hub within *SmartTeach*™, *SmartTeach*™ Resource Center	Throughout contract	Administrators and Early Childhood Educators	Ongoing content will include: • Platform Updates • Product Updates • Webinars	*SmartTeach*™ Login

c. Services Expected of the City

Teaching Strategies partners with education organizations to build long-term, collaborative relationships that align with each organization's unique goals. We offer the ability to personalize curriculum implementation plans and professional development offerings and bring extensive experience in supporting large, complex, system-wide initiatives.

As a key partner in the implementation of *The Creative Curriculum*®, the City of Waterbury will be generally tasked with completing the following services in collaboration with Teaching Strategies:

- Designate and provide contact information for the individual who will serve as the District's primary point of contact for all matters related to the contract;
- Review and approve the detailed work plan submitted by Teaching Strategies' Implementation Team;

- Meet with the Teaching Strategies' Professional Development Planning Team to review project goals, finalize the proposed timeline for service delivery, identify target audiences for professional development sessions, and discuss any logistical considerations;
- Approve the proposed Professional Development Plan, confirm training dates, and provide the names and contact information of staff members who will collaborate with Teaching Strategies on professional development delivery;
- Participate in professional development sessions designed specifically for District leadership on the implementation of *The Creative Curriculum*®; and
- Serve as a liaison between Teaching Strategies and individual schools to support implementation efforts.

Tab 4. Cost Schedule

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum

Tab 4. Cost Schedule

In accordance with the requirements outlined in this RFP, Teaching Strategies has prepared a comprehensive Cost Proposal that includes pricing for all requested services as specified in **Attachment E.** This includes all personnel and non-personnel expenses necessary to deliver the full Scope of Services.

As requested, the complete Cost Proposal has been sealed and submitted in a separate envelope marked **"Confidential: Cost Proposal"** and is included as an attachment to this submission. Teaching Strategies welcomes the opportunity to collaborate with the City on negotiating the final scope of services, key personnel, and associated costs based on this proposal.

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

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum

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

Teaching Strategies, LLC affirms that it has never:

- Failed to complete any awarded work;
- Defaulted on a contract;
- Had a contract terminated for cause;
- Been named in a lawsuit related to errors or omissions; or
- Filed for protection under federal bankruptcy laws.

Furthermore, we confirm that there is no current or pending litigation that could impact the organization's ability to fulfill the terms of this agreement. Additionally, there are no outstanding judgments or liens against Teaching Strategies, LLC.

Tab 6. Exceptions and Alternatives

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum

Tab 6. Exceptions and Alternatives

Teaching Strategies, LLC does not wish to take any exception to the requirements of RFP #8127.

Tab 7. Additional Data

Teaching Strategies
RFP #8127 – Early Childhood Preschool Curriculum
Tab 7. Additional Data

Scope of Services

1) Pre-School & Pre-Kindergarten Program Specifications

Teaching Strategies is proud to present both ***The Creative Curriculum® for Preschool*, Guided Edition** and ***The Creative Curriculum® for Pre-K***, in print and digital formats, to The City of Waterbury in response to its RFP for Early Childhood Preschool Curriculum. Each curriculum is developmentally appropriate, research-based, and specifically designed to meet the unique needs of either three- or four-year-old preschool learners.

For classrooms serving **three-year-old students**, ***The Creative Curriculum® for Preschool*, Guided Edition** (CC Guided) offers a highly supportive and structured approach that helps teachers create a nurturing, responsive learning environment. The **CC Guided Bundle** includes:

- *The Creative Curriculum® for Preschool*, Guided Edition Print Kit;
- An annual subscription to *The Creative Curriculum® Cloud*, Teaching Strategies' digital platform for early childhood instruction and planning; and
- An annual subscription to the **Professional Development Teacher Membership (PDTM)**, which provides unlimited access to a robust library of on-demand, online professional development courses that enhance classroom practice.

For classrooms serving **four-year-old students**, ***The Creative Curriculum® for Pre-K*** (CCPK) provides an expansive, project-based model of learning that deepens children's understanding through investigative studies, complex thinking, and collaborative problem-solving. It is intentionally designed to support school readiness and challenge older preschoolers through higher-level questions, literacy- and numeracy-rich environments, and increased opportunities for independence. The **CCPK Bundle** also includes the Print Kit, the Cloud, and PDTM to further enrich the learning experience for teachers, students, and families.

Both curricula are grounded in a **whole-child approach**, promoting growth in all developmental domains—social–emotional, physical, cognitive, and language—while aligning with the most current research and *Connecticut's Early Learning and Development Standards* (https://teachingstrategies.com/state/connecticut/). While they share the same foundational philosophy, they offer **distinct instructional strategies, learning experiences, and teacher supports** tailored to the developmental trajectories of three- and four-year-olds, ensuring every child receives the individualized support and challenge they need to thrive in preschool and beyond.

Curriculum Bundle Components

The Creative Curriculum® for Preschool, Guided Edition – Print Curriculum

The Creative Curriculum® for Preschool, Guided Edition offers educators more support through detailed daily guidance for immersing children in hands-on investigations, a stronger connection to assessment, and robust embedded coaching and support. CC Guided features nine 4-week studies, new Daily Resources, reimagined foundation volumes, and updated and innovative packaging - making it easier than ever to implement *The Creative Curriculum®*.

The Creative Curriculum® for Preschool, Guided Edition supports a whole-child, project-based approach to early education that balances teacher-directed and child-initiated learning. Using exploration and discovery as a way of learning, CC Guided enables children to develop confidence, creativity, and lifelong critical thinking skills. Moreover, it presents knowledge-building volumes and daily practice resources in tandem, giving every educator the "what," "why" and "how" of early childhood education. This evidence-based curriculum:

- Offers daily opportunities to individualize instruction, helping teachers meet the needs of every type of learner;
- Addresses all the important areas of learning, from social-emotional and math to technology and the arts, and incorporates them throughout every part of every day;
- Offers daily, built-in opportunities for observation, helping teachers and administrators clearly see the strong relationship between curriculum and assessment;
- Offers complete support for working with English Language Learners, including detailed guidance that helps to build teachers' knowledge about best practices; and
- Contains guidance for working with all learners, including advanced learners and children with disabilities.

Available in English or Spanish, CC Guided provides the essential knowledge base for setting up effective learning environments, planning learning experiences, seizing unplanned teaching opportunities, scaffolding each child's learning, and building partnerships with families. It includes a set of seven carefully researched volumes that provide the knowledge base of the curriculum. The seven volumes include:

- **Volume 1: The Foundation** summarizes the research behind the curriculum and presents the information teachers need to set up their programs. It addresses five central components of teaching preschool children effectively: 1) how children develop and learn; 2) how to set up and maintain the classroom environment and daily schedule; 3) the essential skills and concepts that preschool children should learn in the areas of literacy, mathematics, science, social studies, the arts, technology, and English language acquisition; 4) a variety of intentional instructional strategies teachers use to teach all children effectively; and 5) how to build strong partnerships with families. This

knowledge base is critical to teachers' ability to offer individualized learning activities that address specified objectives in ways that meet the strengths and needs of each child.

- **Volume 2: Interest Areas** applies the five components of *The Creative Curriculum*® framework to the interest areas. Each chapter suggests materials that enhance children's learning in 10 interest areas (Blocks, Dramatic Play, Toys and Games, Art, Library, Discovery, Sand and Water, Music and Movement, Cooking, Computers) and the outdoors. The book explains what children learn in each interest area and presents a range of strategies for guiding children's learning and development in all domains.
- **Volume 3: Social–Emotional, Physical & Cognitive Development** outlines the latest research and guidance on the how and why of whole-child development. Teachers find out how children develop knowledge, skills, and abilities, and they learn strategies for intentionally nurturing the whole child by embedding social–emotional, physical, and cognitive development within academic learning experiences.
- **Volume 4: Language & Literacy** reviews the latest research findings about early literacy development, and it discusses seven components of literacy. Teachers are shown how to organize the environment to support language and literacy learning, and they learn how to integrate literacy experiences throughout the day and throughout the classroom. Six basic teaching strategies for supporting literacy learning are described in detail: talking, singing, and playing with language; reading aloud; storytelling; story retelling; writing; and meaningful play.
- **Volume 5: Mathematics** helps teachers understand the mathematical concepts and skills they will be teaching, and it explains what the research says about the importance of each. Teachers are shown how to create a mathematics-rich environment that helps children explore numbers and operations, patterns, geometry, measurement, and data analysis. They find out how children learn mathematics through the use of process skills. The book explains how to integrate mathematics learning with learning in other domains throughout the day.
- **Volume 6: Science and Technology, Social Studies & the Arts** helps teachers promote early leaning in science and technology, social studies, and the arts. It offers support that helps teachers encourage children to make and test hypotheses, develop skills for using technology, explore their world and the people in it, and engage their creative thinking skills. Organized in much the same way as Volume 4, it explains how to support content learning through teacher-guided and child-guided experiences in all classroom interest areas and outdoors.
- **Volume 7: Objectives for Development & Learning: Birth Through Third Grade** discusses the 38 learning objectives addressed by all resources of *The Creative Curriculum*®. It offers a detailed description of each objective and the research behind it, shows progressions of development and learning for each dimension, and offers practical classroom strategies for promoting children's learning in relation to each objective. The 38 objectives that ground the curricular resources are the same as those of the *GOLD*®

assessment system, which creates a direct link that enables educators to use assessment data to inform decisions that range from those affecting immediate interactions with children to those about long-term planning and resource allocation.

In addition to the seven Volumes described above, CC Guided includes Daily Practice Resources, which are teachers' key to integrating learning into every part of the day, for every child, in every area of learning.

- **Teaching Guides** help teachers plan inquiry-based learning experiences tailored to the needs of each of their students. Each provides day-by-day guidance to support teachers throughout the school year and offers suggestions for how to individualize activities using data gathered by assessment. The first Teaching Guide, titled The First Six Weeks, provides detailed coaching to help teachers set the tone for the year, build a strong classroom community, partner with families, introduce skills that will be used throughout the year, and teach children how to contribute as members of a group. The other Teaching Guides feature hands-on, investigative studies about topics relevant to the lives of young children. They encourage children to gain knowledge by asking questions and querying the world around them.
- **Intentional Teaching Cards™** is a set of 251cards that explain playful, engaging activities that can be offered throughout the day, typically during small-group time but also as large-group or one-to-one experiences. The experiences support language, literacy, mathematics, physical, and social–emotional development. Each card explains the steps of an activity, lists the related objectives and necessary materials, suggests ways to individualize the experience for each child, and presents questions to guide teachers' observations. These bilingual cards use Teaching Strategies' color banding to help teachers understand how they relate to widely held expectations for development and use that knowledge to individualize each activity to the needs of their students.
- ***Mighty Minutes*®** is a set of 100 small cards with songs, chants, rhymes, games, and other short activities that are rooted in the curricular objectives and that help teachers use brief transitional times effectively. Mega Minutos® are the corresponding set of Spanish cards. They are not simply translations of the English cards, but feature songs and chants widely known in the Spanish-speaking world. 20 large, bilingual dry-erase posters bring favorite *Mighty Minutes*® to life and offer additional opportunities to develop literacy, writing, and language skills.
- **The Teaching Strategies® Children's Book Collection** has 73 high-quality children's books for reading aloud with children. It includes classic tales, contemporary works by well-known authors, and original nonfiction books created specifically to complement the studies featured in the Guides.
- **The Digital Children's Library** encourages re-reading and retelling of stories, and it enables Spanish-speaking children to experience the first reading of a story in their home language. When families use the digital platform for shared readings at home, the sound

can be turned off so families who speak other languages can talk about the pictures and make up their own stories.

- **Book Discussion Cards®** is a set of 20 cards that explain how to read and talk about selected books in the Children's Book Collection, helping teachers conduct high-quality interactive read-alouds with children.
- **The Digital Photo Library** offers additional materials to support children's learning. These curated photos are relevant to the investigations, experiences, and vocabulary found in The Creative Curriculum®.

For a brief video on *The Creative Curriculum® for Preschool,* Guided Edition visit YouTube at https://www.youtube.com/watch?v=hiZrZJSEJKA&feature=youtu.be.

The Creative Curriculum® for Pre-K – Print Curriculum

Demonstrating Teaching Strategies' commitment to honoring and celebrating young children and their educators, we continuously listen to feedback from educators to enhance our offerings. As a result, we have introduced *The Creative Curriculum® for Pre-K* (CC Pre-K), specifically designed to meet the unique needs of teaching and learning in the critical year before kindergarten.

The Creative Curriculum® for Pre-K is designed for use in all key learning areas of Pre-kindergarten: Approaches to Learning, Language and Literacy, Math, Science, Social Studies, Creative Thinking, Health Wellness and Physical Development, and Social and Emotional Learning.

- CC PK leverages a whole-child approach; harnesses the power of play through hands-on, project-based studies; offers explicit instruction supported by the **science of reading** to build early literacy skills; provides families with seamless connections to what their children are learning at school; and includes planning and teaching tools that simplify everyday tasks to help teachers focus on what matters most – the children.
- Teaching Strategies' 38 objectives for development and learning are also the foundation of CC Pre-K. Teachers are given the support they need to individualize instruction for every child using our detailed progressions of development and learning from birth through age 8, the only such developmental progressions available in an early learning curriculum.
- The curriculum is organized into long-term, project-based studies of interesting topics that put children at the center of their own learning. They will explore and investigate everyday materials related to percussion instruments, seeds, grocery stores, light, cameras, and architecture. They will measure, categorize, chart and graph, collect data, test, hypothesize, and do so much more. They will learn how to ask big questions and explore big ideas, as they develop a thirst for discovery, a love for learning, and critical

thinking skills.

- To ensure that teachers, children, and their families enjoy a great start, *The Creative Curriculum® for Pre-K* includes a unique Teaching Guide with specific guidance for making the most of the first six weeks of school. Available only through CC Pre-K, this Teaching Guide supports teachers in establishing meaningful rules and routines, building children's confidence, and forming a collaborative classroom community so that children feel welcomed, valued, safe, capable, and loved.
- Skill development is a sequential and scaffolded ladder of learning in which skills build on each other over time. Because research confirms that children learn best through play, CC Pre-K includes play-based experiences focused on phonological awareness, shared writing, and mathematical concepts, including activities for reinforcing skills when teachers only have a few minutes to fill during transitions.
- To help children build essential pre-reading skills, CC Pre-K provides daily, explicit, and focused instruction backed by the **science of reading**:
    - It promotes functional literacy through project-based studies that give children authentic reasons to read and write;
    - Develops children's phonological and phonemic awareness through developmentally appropriate engagement;
    - Individualizes learning for each child through intentional, small-group language and literacy experiences; and
    - Provides meaningful read-alouds and book discussions that nurture a love of reading.
- *The Creative Curriculum® for Pre-K* nurtures a seamless school-to-home connection:
    - Modeled Moments of literacy, bilingual eBooks, songs, playlists of videos, and activities directly tied to the daily classroom instruction are automatically sent to families' digital devices to help them support their children's learning at home.
    - Teaching Strategies' Family Mobile App allows families to communicate with teachers, view resources, and find videos modeling activities to do with their children at home if they want to focus on developing a specific skill.
- CC Pre-K includes digital tools that save teachers time by streamlining planning and teaching. These tools connect curriculum, assessment, family engagement, and professional development and provide reporting tools.
- CC Pre-K leverages technology in ways that free up a teacher's time, empowering them to focus on the important work they do with children that no technology could ever replace. Some of these time-saving features include:
    - Planning for a week, month, or even an entire year;
    - Instantly viewing and customizing daily resources and guidance to facilitate teaching, individualize instruction, and adjust, as needed;
    - Automatically becoming a part of The Hub, Teaching Strategies' powerful, built- in online professional learning community; and

- Easily accessing a newly enhanced, multi-function teacher app that allows teachers to pull up daily resources as they are teaching, document children's progress, and communicate with families easily.

A short introduction video to *The Creative Curriculum® for Pre-K* is available at https://vimeo.com/881784242.

The Creative Curriculum® Cloud– Digital Curriculum

The Creative Curriculum® Cloud provides the perfect complement to *The Creative Curriculum® for Preschool*, Guided Edition and *The Creative Curriculum® for Pre-K*. *The Creative Curriculum® Cloud* takes Teaching Strategies' leading early childhood curriculum resources online to support educators as they bring a content-rich, developmentally appropriate curriculum to life in an early childhood classroom or at home in partnership with families. More than a digital curriculum, *The Creative Curriculum® Cloud*:

- Integrates essential components of teaching in a single digital experience (curriculum, family engagement, and professional development) and communication tools including a family mobile app with integrated chat/messaging capability;
- Allows educators to quickly pivot between in class, hybrid and distance learning in ways that promote reliable, individualized and equitable access for all children and families;
- Supports both teachers and families with developmentally appropriate learning experiences that build children's confidence, creativity, and critical thinking skills regardless of setting – in class or remote;
- Focuses on social-emotional learning while delivering academic rigor alongside cognitive skills, meaningful interactions and physical well-being in a whole child approach;
- Enables quick, efficient and secure communication between educators and families; Includes powerful weekly planning for teachers that helps facilitate informed, individual instruction;
- Provides 24/7 access to all curriculum resources on a device;
- Provides materials in Spanish that are not just translated, but trans-adapted to ensure the cultural relevance of all content for Spanish-speaking children and families, and to support and connect learning experiences;
- Helps educators navigate classroom transitions successfully with strategies to build a strong community; and
- Provides flexible, dynamic support and guidance to educators as they navigate the uncertainty of the year ahead and the potential for new learning configurations.

The Creative Curriculum® Cloud includes high-quality digital resources that provide not only what educators need to teach on a daily basis, but also best practices and research-based strategies for how to teach and the theory and research behind children's development and

learning. *The Creative Curriculum® Cloud* provides digital functionality that streamlines and strengthens planning, teaching and communication practices. It offers more than digital access to print curriculum resources – it provides dynamic planning tools that help individualize instruction, facilitate communication between teachers and families, and streamline weekly planning processes.

Teacher Resources: (Available in English and Spanish)

- **The Foundation Volumes** – Explain the theory and research behind best practices for teaching young children, supporting all children, including dual- and English-language learners, setting up the physical classroom environment, building family partnerships, developing content skills, engaging in project-based investigations, and fostering a welcoming classroom community. Objectives for Development and Learning offers research-based widely held expectations that will help drive and inform teachers' formative assessment process.
- **Getting Started Guide** - Designed to help teachers get started with *The Creative Curriculum®*, it presents an overview of all included resources and offers practical advice, embedded coaching, and a comprehensive beginning of the year checklist to help teachers navigate the exciting journey they will take with the students in their class.
- **Teaching Guides** – Provide daily support for the entire school year. The *First Six Weeks Teaching Guide* gives guidance for beginning the school year and focuses on creating a positive classroom community.
- ***Mighty Minutes® / Mega Minutos®*** – A set of small cards that present songs, chants, and poems that are well-known throughout the Spanish-speaking world. Teachers use them during brief periods throughout the day to support positive relationships and children's Spanish language development as well as learning in other domains.
- **Intentional Teaching Experiences** – Bilingual cards offer targeted learning experiences in English and in Spanish that focus on developing language and literacy, mathematics, social–emotional, and physical skills with embedded support for individualization and supporting all students, including dual- and English-language learners. When using Intentional Teaching Experiences, teachers can quickly capture assessment information based on their interactions with children in relation to progressions for development and learning.
- **Children's Book Collection** – A careful selection of culturally and linguistically relevant books for children and families from diverse backgrounds. In some cases, well-loved English-language children's books were translated into Spanish so that Spanish-speaking children can hear and enjoy them in their home language. Teaching Strategies also consulted experts who helped select authentic, high-quality children's books in Spanish. The themes are universal, and the illustrations depict characters, settings, and cultures from around the globe.

- **Dynamic Weekly Planning Tools** - Weekly Planning Tools help teachers streamline the planning process with an auto-populated calendar feature, allow for easy customization of daily and weekly plans, support individualization of learning experiences, and promote sharing the resources, materials and plans directly with families.
- **Digital Family Communication** - Facilitates communication in real-time with families, and provides teachers the ability to share videos, photos, text and files securely with families. It also provides families access to learning materials in digital format through the *SmartTeach*™ Family mobile app.
- **Family Letters** - At the beginning of each study, teachers have a unique opportunity to bridge the home–school connection with thoughtful letters to families. Provided in English and in Spanish, these letters introduce the study topic to families, invite them to participate in the investigations, and offer ideas for extending learning at home.

Family Resources: (Available in English and Spanish)

- **Family Guided Learning Plans** – At-home plans are provided for each Teaching Guide that align with and directly support the learning experiences happening in the classroom. They can be shared digitally or printed and provide families with developmentally appropriate experiences to complete in the home to further promote the child's development and learning.
- **Family *Mighty Minutes*®** - A family-version of each of the *Mighty Minutes*® / *Mega Minutos*® brings songs, chants, games and rhymes that are familiar to children from their classroom into their homes. These provide families with a short developmentally appropriate activity that can strengthen their child's development and learning at home.
- **Family Guided Learning Experiences** - A family-facing version of the Intentional Teaching Experience. These developmentally appropriate experiences provide families with activities that can be easily completed in the home, the steps to complete each activity, and the strategies to further promote children's development and learning at home.
- **Family Letters** - These letters introduce the study topic to families, invite them to participate in the investigations, and offer ideas for extending learning at home.
- ***LearningGames*®** - This series promotes fundamental early childhood learning through simple, flexible daily activities. The series has been validated by more than 30 years of rigorous scientific research showing gains that last into early adulthood. *LearningGames*® instructions help families understand how to use common materials in their homes to promote meaningful learning during everyday interactions with their children. Each activity sheet offers suggestions for interacting positively with children, a list of necessary materials, the title of a related children's book, and ways to extend children's learning.

The Creative Curriculum® is the most widely used preschool curricula in the nation. It prepares children for kindergarten by delivering academic rigor and fostering critical thinking and social—emotional skills. When combined with the power of a subscription to *The Creative Curriculum*® *Cloud*, teachers have all the resources needed to transform their planning, teaching, and family engagement experiences inside the classroom and beyond.

A short introduction video to *The Creative Curriculum*® *Cloud* is available at https://vimeo.com/441418826.

Professional Development Teacher Membership

Teaching Strategies' online *Professional Development Teacher Membership* offers participants the opportunity to learn at their own pace and when their schedules allow. Course content is based on best practices and features product-specific topics that enable users to get started implementing Teaching Strategies' solutions in their classrooms right away. Teaching Strategies' *Teacher Membership* provides live, virtual professional opportunities and asynchronous online courses in English and Spanish. This membership is designed to complement – not replace –in-person training options. Furthermore, it is not intended, nor should it be used, as the sole source of professional development for teachers, coaches, or administrators.

With a *Teacher Membership*, educators can access more than 400 hours of training to support their teaching practice. The courses available through the membership help teachers keep up with the latest thinking in developmentally appropriate practice. The membership also provides all necessary courses to satisfy training requirements for the Childhood Development Associate (CDA) credential and courses required to meet annual Child Care and Development Fund (CCDF) requirements. Courses are developed in alignment with best practices for self-paced adult learning, provide educators the opportunity to extend their learning in ways that best fit their schedule, and allow them to earn Continuing Education Credit (CEU) upon completion. Further, the *Teacher Membership* helps educators to grow their knowledge and pursue their professional goals by providing access to Teaching Strategies' professional learning community, The Hub, and exclusive access to experts to ask specific questions about research and practice.

1. The preschool curriculum and assessment system must be available in English and Spanish.

Available in both English and Spanish, *The Creative Curriculum*® offers more than direct translations—it features **trans-adapted** content that ensures cultural and linguistic relevance for Spanish-speaking children and families. These adaptations go beyond language to reflect authentic cultural contexts, which helps deepen children's engagement and learning.

Some of the curriculum components that support English and Spanish implementation include:

- **Mega Minutos®**: A Spanish-language set of family and classroom cards that mirror *Mighty Minutes®* in English but include songs and chants familiar to Spanish-speaking communities.
- **Digital Children's Library**: Supports dual-language learners by allowing stories to be experienced in both languages, with first readings available in children's home language to support comprehension and engagement.
- ***Highlights High Five Bilingüe™***: Many titles are either bilingual or available in both English and Spanish, enabling children to develop literacy skills in their home language while acquiring English. They offer a wide variety of stories, poems, and puzzles in both languages.
- **Family Letters and Communication Tools**: Family engagement resources, such as letters that accompany each unit of study, are provided in both English and Spanish. These materials inform families about weekly themes, learning goals, and ideas for supporting learning at home.
- **Intentional Literacy Strategies**: The curriculum includes targeted strategies such as repeated read-alouds, guided discussions, and vocabulary-building activities—all adapted to support both English and Spanish speakers and promote literacy development in dual-language learners.

Through these integrated and culturally responsive resources, Teaching Strategies ensures that all children—regardless of their home language—can access rich, meaningful learning experiences that build a strong foundation for future academic success.

2. The curriculum must include instructional content aligned to social emotional, physical, language, and cognitive developmental domains, as well as the inclusion of literacy, math, social studies and science subject areas.

Rooted in decades of research in child development, both editions of *The Creative Curriculum®* are designed to meet children where they are—recognizing the variability in developmental pathways for three- and four-year-olds. CC Guided offers more sensory-based, play-centered learning for three-year-olds, while CC PK builds on this foundation with more complex, structured experiences for four-year-olds, ensuring a seamless progression of skills.

Each curriculum is intentionally designed to support **whole-child development**, including cognitive, language, social-emotional, and physical domains—ensuring that literacy instruction is integrated into the broader context of a child's development and readiness.

Both curricula incorporate key components identified by the **Science of Reading**, including:

- **Phonological and Phonemic Awareness**: Daily learning experiences and *Intentional Teaching Cards*™ develop children's ability to hear and manipulate sounds in spoken language.
- **Alphabet Knowledge and Phonics**: Children learn letter names, shapes, and sounds through repeated, meaningful exposure. For example, *Volume 4: Language & Literacy* includes developmentally appropriate phonics instruction embedded in engaging, play-based experiences.
- **Oral Language and Vocabulary Development**: Through read-alouds, discussions, storytelling, and thematic studies, children are immersed in rich language environments that build expressive and receptive language skills.
- **Print Concepts and Comprehension**: Teachers are guided to model and teach print awareness, sequencing, story structure, and comprehension strategies using authentic children's literature and shared reading.
- **Motivation and Engagement**: Both curricula emphasize children's **l**ove of books and language through interactive storytelling, culturally relevant texts, and interest-based learning, which are central to long-term reading success.

Teachers are supported with professional development, *The Creative Curriculum® Cloud*, and embedded assessment tools to deliver instruction that reflects both developmentally appropriate practice and evidence-based literacy strategies rooted in the Science of Reading. This intentional, research-informed approach ensures that every child, regardless of background or ability, develops the strong early literacy foundation needed for future academic success.

3. The program must provide a scope and sequence with learning progressions for instruction and assessment for the three-year old English speaking and Multilingual learner.

***The Creative Curriculum® for Preschool,* Guided Edition** provides a comprehensive scope and sequence with detailed learning progressions specifically designed to support the developmental needs of **three-year-olds,** including both **English-speaking and multilingual learners**. Grounded in 38 research-based **objectives for development and learning** (Birth through Third Grade), the curriculum addresses all critical learning domains and allows for systematic observation, instructional planning, and individualization.

For three-year-olds, the curriculum balances **child-initiated play and teacher-guided instruction** through hands-on, project-based studies tailored to the unique pace of early development. These studies are supported by seven foundational volumes and robust daily resources that include ***Teaching Guides***, ***Intentional Teaching Cards™***, ***Mighty Minutes®***, and bilingual **Mega Minutos®**—which are not simple translations, but culturally adapted Spanish-

language materials that reflect the diversity of children's backgrounds and help preserve the authenticity of language experiences.

The **Scope and Sequence** ensures that three-year-olds are introduced to foundational skills in:

- Social–emotional development (e.g., expressing emotions, forming relationships)
- Physical development (e.g., motor control, self-help skills)
- Language and literacy (e.g., listening comprehension, vocabulary, early phonological awareness)
- Cognitive development (e.g., memory, problem-solving)
- Mathematics, science, social studies, and the arts

Through embedded assessment connections, teachers can seamlessly observe, document, and use real-time data to adjust instructional strategies for both English speakers and multilingual learners. Digital tools, including *The Creative Curriculum® Cloud*, support flexible access to resources and promote communication with families in both English and Spanish. In addition, the *Digital Children's Library* enables children to hear books read in their home language, promoting early literacy and supporting dual-language development.

The Creative Curriculum® for Preschool, Guided Edition supports three-year-olds at every developmental level and equips educators with the tools to scaffold learning while honoring children's languages and cultures—ensuring equitable access to high-quality preschool instruction and assessment.

4. The program must provide a scope and sequence with learning progressions for instruction and assessment for the four- year old English speaking and Multilingual learner.

The Creative Curriculum® for Pre-K delivers a rigorous, research-based scope and sequence with clearly defined learning progressions aligned to Teaching Strategies' 38 Objectives for Development and Learning**.** This curriculum is specifically designed for **four-year-old children**—both **English-speaking and multilingual learners**—and reflects the increasing complexity of skills needed in the critical year before kindergarten.
The scope and sequence organizes skill development across key domains including:

- Approaches to Learning
- Language and Literacy
- Mathematics
- Science and Technology
- Social Studies
- Physical and Social–Emotional Development
- Creative Expression and Health

With a **whole-child, project-based approach**, CC PK combines structured, explicit instruction—particularly in literacy and math—with open-ended investigations that foster creativity, inquiry, and real-world connections. For multilingual learners, trans-adapted Spanish materials**,** bilingual eBooks**,** Mega Minutos®, and *Book Discussion Cards*® provide culturally relevant experiences that promote literacy and oral language development in both the home and school languages.

The Pre-K curriculum's **Scope and Sequence** is supported by a series of nine in-depth ***Teaching Guides****,* including a specialized "First Six Weeks" guide to establish classroom norms, routines, and relationships. Each guide is paired with *Intentional Teaching Cards*™, which individualize instruction based on children's current progress along developmental trajectories.

Educators use embedded assessment tools**,** integrated with *GOLD*®, to monitor progress, tailor instruction, and identify strengths and needs—ensuring a tight alignment between what is taught and what is assessed. Bilingual family engagement tools, including Family Letters**,** Family *Mighty Minutes*®, and access to *The Creative Curriculum*® *Cloud,* extend learning into the home and strengthen language development through family participation.

By combining deep pedagogical insight with powerful instructional resources, *The Creative Curriculum*® *for Pre-K* ensures four-year-old English-speaking and multilingual learners are supported through intentional teaching, culturally responsive content, and developmental progressions that prepare them for lifelong academic success.

5. The program must support Multilingual learners.

Grounded in the belief that every child deserves access to a rich and engaging educational experience, CC Guided, CC PK, and *The Creative Curriculum*® *Cloud* integrate comprehensive strategies for promoting dual-language development and affirming children's cultural and linguistic identities.

The curricula promote language development in **both English and children's home languages**. Teachers are supported through detailed professional guidance on the **stages of second language acquisition**, as well as strategies for fostering **language comprehension, oral fluency, and vocabulary** development. For example, *Volume 1: The Foundation* explores myths surrounding second language learning and emphasizes the importance of nurturing children's home languages as foundational for overall development.

Multilingual learners benefit from materials that go beyond simple translation. As previously mentioned, many components are transadapted to ensure cultural relevance and linguistic authenticity. The *Children's Book Collection*, for instance, includes carefully curated, high-

quality Spanish-language texts as well as familiar stories adapted to reflect the lived experiences of diverse children. *Volume 2: Interest Areas* also provides explicit strategies for selecting materials and planning experiences that honor children's backgrounds and encourage cultural responsiveness in every learning area.

Through *Volume 4: Language & Literacy*, teachers are given practical strategies for integrating language and literacy development into daily routines, with an emphasis on scaffolding experiences for children from diverse linguistic backgrounds. Furthermore, classroom resources such as *Mighty Minutes*®**,** *Mega Minutos*®, and *Intentional Teaching Cards*™ offer bilingual and culturally responsive learning activities, helping children connect language to their real-world experiences.

Multilingual learners are further supported through **family engagement resources** in both English and Spanish, including family letters**,** digital storybooks, and home-learning experiences—ensuring a strong school-to-home connection and reinforcing dual-language growth.

Together, these resources ensure that multilingual learners are not only included but celebrated, with intentional supports woven into every aspect of instruction, family communication, and classroom practice.

6. The program must include differentiation for students with developmental delays accelerated learners, and support language development for multilingual learners.

The Creative Curriculum® *for Preschool*, Guided Edition, *The Creative Curriculum*® *for Pre-K*, and *The Creative Curriculum*® *Cloud* are built on the principle of **differentiation and inclusion**, ensuring that all children—regardless of their abilities, learning pace, or language background—receive equitable and engaging early learning experiences.

For **children with developmental delays**, the curriculum embraces a **Universal Design for Learning (UDL)** approach, ensuring that learning experiences are flexible, accessible, and adapted to support full participation. *Volume 1: The Foundation* includes robust guidance for understanding children's individual differences and setting up a safe, developmentally appropriate classroom environment. Instructional strategies across all volumes emphasize the use of **visual, tactile, sensory, and environmental supports**. Each *Intentional Teaching Card*™ contains an *"Including All Children"* section with specific suggestions for modifying materials and approaches to meet diverse developmental needs.

For **accelerated learners**, the curriculum includes clear pathways to deepen learning and promote higher-order thinking. *Volumes 4, 5, and 6* offer strategies to challenge advanced

children through **open-ended materials, complex questioning techniques**, and **independent investigation opportunities**. For example, mathematically advanced learners are encouraged to explore symbolic reasoning, data analysis, and abstract concepts. In literacy, children are supported through rich language exposure and meaningful, inquiry-based reading and writing opportunities that stretch their imagination and skillset.

Multilingual learners are intentionally supported through an approach that recognizes the importance of **home-language development** and culturally responsive pedagogy. *Volume 1* explains the stages of second language acquisition, offers strategies to affirm children's linguistic identities, and dispels myths about language development. *Volume 4* emphasizes the integration of language and literacy across all areas of learning, using culturally responsive techniques to build oral language and comprehension.

Together, these curriculum systems embed differentiation and individualization across all planning and instructional components, equipping educators with the tools to ensure that **children with developmental delays**, **advanced learners**, and **multilingual learners** all have access to enriching, inclusive, and personalized learning pathways that foster growth, confidence, and academic success.

7. The online component must have the capability to offer interactive lessons for educators and a two-way home-school communication system.

The Creative Curriculum® Cloud is a robust, interactive online platform that enhances the implementation of CC Guided and CC PK by integrating curriculum, instruction, professional development, and family engagement into a single, dynamic digital experience. More than just digital access to print resources, *The Creative Curriculum® Cloud* empowers educators with interactive tools for planning and delivering meaningful, developmentally appropriate learning experiences while also fostering strong, two-way communication with families.

Through its **interactive lesson planning tools**, teachers can access and customize daily and weekly plans, draw from a library of *Intentional Teaching Experiences*, and engage with research-based strategies designed to support all learners—including multilingual children, children with developmental delays, and advanced learners. These tools are embedded with real-time progressions of development and learning that guide individualized instruction and inform assessment. Educators can also access professional resources such as *The Foundation Volumes*, *Teaching Guides*, and *Getting Started Guides*, all available digitally in both English and Spanish to support best practices in the classroom and remotely.

To strengthen **home-school partnerships**, *The Creative Curriculum® Cloud* features a secure and intuitive **two-way communication system** through its ***SmartTeach™* Family mobile app**. This platform allows teachers to share real-time updates, including photos, videos, and classroom observations, helping families stay connected to their child's day-to-day learning. The built-in chat/messaging feature enables continuous, direct communication between educators and families, encouraging collaboration, insight-sharing, and deeper support for each child's unique learning journey.

Families also benefit from 24/7 access to a wide range of interactive, culturally and linguistically responsive digital resources, including over 200 titles from the Teaching Strategies *Children's Book Collection***,** Family *Mighty Minutes®***,** Family Guided Learning Plans, and *LearningGames®*—all designed to extend classroom learning into the home in meaningful and accessible ways.

With the flexibility to support in-person, hybrid, and remote instruction, *The Creative Curriculum® Cloud* ensures equitable access to high-quality early childhood education while promoting continuity, consistency, and connection across school and home. This integrated system not only elevates the classroom experience for teachers and children but also brings families into the learning process—making them essential partners in their child's growth and success.

8. The program must have a phonological or phonemic awareness curriculum for three & four-year old leaners.

The Creative Curriculum® for Preschool, Guided Edition and *The Creative Curriculum® for Pre-K* offer comprehensive support for early literacy development, including targeted instruction in phonological and phonemic awareness appropriate for both three- and four-year-old learners.

Volume 4: Language & Literacy outlines evidence-based practices that help teachers embed language and literacy experiences throughout the classroom and daily routines. This includes organizing the learning environment, intentionally planning interactions, and using six core strategies: engaging in playful language activities, reading aloud, telling and retelling stories, writing, and using meaningful play to deepen understanding.

The curriculum addresses the essential components of early reading in the following ways:

- Children regularly participate in sound-focused activities that help them distinguish, manipulate, and play with the sounds of spoken language, laying the groundwork for phonemic awareness.
- Letter names, sounds, and shapes are introduced through multisensory, hands-on learning opportunities that are age-appropriate and developmentally sequenced.

- Rich oral language environments are fostered through daily conversations, group discussions, storytelling experiences, and interactive read-alouds.
- Teachers model how print works and support children in recognizing key print features such as directionality, spacing, and the connection between spoken and written words.
- Literacy instruction is designed to spark children's interest and enjoyment, encouraging a lasting love of language and books through authentic literature, dramatic play, and child-centered topics.

Supporting materials like *Mighty Minutes®*, *Mega Minutos®*, and *Intentional Teaching Cards™* include bilingual and culturally relevant content that ensures literacy learning is meaningful and accessible to all children, including those from multilingual backgrounds.

9. The program should include text and authors that are diverse and were chosen to include selections that are multicultural, multi-age, multi-generational, equal gender, disabilities, etc. The selections should also include a variety of genres, cross-curricular content, and current events.

The Creative Curriculum® for Preschool, Guided Edition and *The Creative Curriculum® for Pre-K* are rooted in the belief that every child deserves access to rich, inclusive, and developmentally appropriate learning experiences. Central to this commitment is the thoughtfully curated ***Children's Book Collection***, which features a wide range of high-quality literature chosen to reflect the diversity of the children, families, and communities served.

This collection includes authentic texts that celebrate varied cultural backgrounds, languages, family structures, generations, genders, and abilities. Stories are carefully selected to ensure that children see themselves—and others—reflected in the books they read. Titles include both well-loved English-language books that have been skillfully translated into Spanish, and original Spanish-language texts that are transadapted to maintain cultural and linguistic integrity. The collection emphasizes universal themes with illustrations and narratives that depict a broad spectrum of human experiences from around the world.

The curriculum integrates these texts across multiple genres—including fiction, nonfiction, poetry, informational texts, and storytelling—and incorporates them throughout the day via read-alouds, shared reading, and project-based investigations. Children encounter literature not only during designated literacy blocks but also within science, social studies, and the arts, fostering cross-curricular learning and deeper connections to the real world, including current events presented in developmentally appropriate ways.

Volume 2: Interest Areas and the *Intentional Teaching Experiences* provide educators with guidance for selecting materials that authentically reflect the diversity of their classrooms and

communities. These tools encourage teachers to create responsive, inclusive classroom libraries and story times that promote equity and representation across all learning experiences.
To support learners at all levels—including multilingual learners and children with varying developmental needs—the curriculum offers differentiated strategies for making stories accessible and engaging. Teachers are encouraged to adapt their storytelling approaches using visual aids, props, simplified or enriched language, interactive dialogue, and repeated read-alouds to match children's individual language and comprehension levels.

Books and resources are available in English and Spanish, with many titles offered bilingually to support home-language development and English acquisition simultaneously. Additionally, vocabulary development, oral language activities, and comprehension strategies are embedded into instruction to scaffold understanding and promote deeper engagement with text.

To learn more about the *Teaching Strategies Children's Book Collection* and how it supports early learning, visit https://teachingstrategies.my.site.com/portal/s/article/What-is-the-Teaching-Strategies-Children-s-Book-Collection-in-The-Creative-Curriculum-for-Preschool.

10. The vendor must have a virtual data management and storage system for archiving all units and components for up to three years and follow all applicable FERPA laws.

SmartTeach™ (formerly *MyTeachingStrategies*®) serves as a central hub for all of Teaching Strategies' digital solutions. This platform provides a single online location where educators can access the digital tools, resources, and support needed for effective classroom practice, including teaching, assessing, reporting, ongoing professional development, and engaging with families. Available 24/7, *SmartTeach*™ can be accessed from any modern browser on an internet-connected device. No installation is required. It supports all versions of modern browsers released in the past twelve months (Apple Safari, Google Chrome, Microsoft Edge, Mozilla Firefox). The *SmartTeach*™ platform works on any PC or Mac OS with a high-speed Internet connection while the available mobile app works on devices running Android (Oreo 8.0 or newer) and iOS (13.0 or newer). (All of Teaching Strategies' subscription services are provided pursuant to the terms and conditions available at https://teachingstrategies.com/subscription-agreement/ and in **Appendix B**.)

As a hybrid print-digital solution, *The Creative Curriculum*® combines the benefits of both formats. All curriculum materials are available online through *SmartTeach*™, allowing teachers to access resources from anywhere without the need to carry heavy texts between home and school. *SmartTeach*™ also includes tools that simplify lesson planning and enhance teaching. Teachers can quickly populate a week, month, or even an entire school year of plans with just a few clicks, and each activity includes suggestions for individualizing learning right on the page.

This saves teachers time, allowing them to focus more on engaging with students and adapting the curriculum to meet their unique interests, strengths, and needs. For programs with strict technology usage guidelines, or for educators who prefer physical resources, the print materials provide quick references for daily activities without introducing screens into the classroom. These resources include visual cues for individualization, along with professional learning tips and suggestions for further reading.

11. The program should include or encourage evidence-based instructional practices such as, but not limited to: opportunities for demonstrations, structured practice, and practice with feedback.

CC Guided, CC PK, and *The Creative Curriculum® Cloud* offer comprehensive, research-based strategies that equip teachers to implement high-quality instructional practices through intentional scaffolding and meaningful, developmentally appropriate learning experiences. Embedded guidance throughout the curriculum—particularly in *Volume 1: The Foundation*—helps educators understand the research behind effective early childhood teaching and apply it through structured demonstrations, repeated practice opportunities, and responsive feedback. These supports ensure that instruction is purposeful, individualized, and grounded in evidence-based methods that promote active engagement and sustained learning.

Intentional Teaching Experiences are designed to provide targeted learning opportunities across all domains—including language and literacy, mathematics, and social–emotional development—with embedded support for individualization and feedback. These experiences allow teachers to model specific skills and concepts (demonstrations), engage children in hands-on learning (structured practice), and gather observational data to inform responsive teaching (practice with feedback).

The "Including All Children" section of each *Intentional Teaching Card*™ offers strategies for adapting materials and instruction to meet individual needs, ensuring that all children can engage meaningfully with content and benefit from repeated practice with guidance and feedback from teachers.

Additionally, dynamic weekly planning tools available through *The Creative Curriculum® Cloud* help teachers customize daily and weekly plans that align with each child's developmental needs, allowing for intentional repetition and responsive interactions. These tools promote informed, individualized instruction, and meaningful engagement, supporting the use of evidence-based practices across varied classroom settings.

12. The program should include opportunities for students to engage in rigorous tasks that encourage communication, grit, problem solving, and collaboration.

CC Guided, CC PK, and *The Creative Curriculum® Cloud* provide developmentally appropriate, research-based learning experiences that promote communication, collaboration, problem solving, and perseverance. Through project-based investigations and interest-driven learning, children are encouraged to ask questions, explore ideas, and work together to make sense of the world around them. Teachers are guided to create an environment that promotes curiosity, experimentation, and independent exploration by equipping interest areas with stimulating and thought-provoking materials. These open-ended learning opportunities, along with dynamic weekly planning tools, help educators tailor experiences that spark creativity and support meaningful interactions.

Children engage in rigorous, purposeful tasks embedded in content-rich studies that integrate literacy, math, science, social studies, and the arts. As they work in small and large groups, they practice using language to express ideas, make decisions collaboratively, and solve problems together. The curriculum also emphasizes social-emotional learning through strategies that promote self-regulation, positive relationships, and community-building, which in turn support children's ability to persist through challenges and take intellectual risks. With embedded supports like *Intentional Teaching Experiences*, *Mighty Minutes®*, and guidance from the *Foundation Volumes*, educators are empowered to scaffold each child's learning in ways that are inclusive, responsive, and engaging—ensuring all learners have access to rigorous tasks that build essential 21st-century skills.

13. Upon request, vendors should be able to provide timely access to a sample online program of the proposed curriculums.

Teaching Strategies confirms that, upon request, timely access to a sample online program of the proposed curricula will be provided. In the meantime, we invite The City of Waterbury reviewers to explore the Digital Curriculum Resources and the Professional Development Teacher Membership (PDTM) by logging into *TeachSmart™* using the demonstration account credentials that follow. This access offers a hands-on demonstration of the program's features and capabilities.

1. Go to https://my.teachingstrategies.com/
2. Click the blue "Login" button in the top right corner of the Teaching Strategies homepage and then select "SmartTeach."
3. Sign in with one of the following:
    - Username: CWaterbury_Demo| Password: Demo@919
    - Username: TWaterbury_Demo| Password: Demo@159

4. Click Submit.
5. Reviewers can toggle between the Pre-School and Pre-K Demo classes by clicking on the top left hand corner of the landing page.
6. Reviewers are encouraged to click the "Help" button (large button with the question mark) for comprehensive resources on how to use the system.

14. The program must have robust assessment system or program that directly measure students' progress to mastering the CTELDS. It is anticipated an average of eighteen (18) students for each of the current fifty-four (54) classroom for an initial count of nine hundred and seventy two (972). Actual numbers will be provided upon award and then by each semester of the contract.

Assessment is embedded throughout *The Creative Curriculum*®, allowing teachers to observe, document, and assess children's progress regularly. This process helps teachers make informed decisions about how to adapt instruction to meet individual children's needs. In both the Guided Edition and the Pre-K Edition, assessments are closely tied to the NJDOE Standards and the Science of Reading, ensuring that each child's literacy skills are being developed intentionally and systematically.

CC Guided and CCPK feature embedded assessment indicators and tools throughout the curriculum and teachers' manuals, offering ongoing, authentic opportunities to document student growth and inform individualized instruction. Assessment is intentionally woven into the fabric of daily instruction through:

- **38 research-based objectives for development and learning**, which align with the *NJDOE Preschool Teaching and Learning Standards* and serve as a guide for formative assessment.
- ***Intentional Teaching Cards*™** that include embedded assessment opportunities aligned to these objectives, helping teachers observe, document, and respond to children's learning in real time.
- **Daily Resources and Teaching Guides** that prompt teachers to observe specific skills and behaviors during everyday activities, making assessment natural and integrated rather than separate from instruction.
- **Sections** within curriculum resources that offer guidance on differentiating assessments to reflect each child's strengths and learning needs.

In both editions, teachers are encouraged to use observational data to inform planning and scaffold learning. For programs using *GOLD*®, Teaching Strategies' criterion-referenced, developmentally appropriate assessment system, educators can collect, organize, and evaluate documentation aligned with the objectives directly through *SmartTeach*™. This allows for seamless progress monitoring, individual and group planning, and family communication.

These embedded tools ensure that assessment is intentional, ongoing, and meaningful**,** providing a clear picture of each child's development and helping educators make informed instructional decisions to support continuous growth.

CC Guided and CC PK are fully supported by *GOLD*®, Teaching Strategies' research-based assessment system that is accessible via both web browser and mobile app. *GOLD*® aligns comprehensively with the *Connecticut's Early Learning and Development Standards,* ensuring educators can confidently assess developmental progress while meeting state requirements.

GOLD® enables teachers to collect, organize, and analyze observational data in real time across all domains of development and learning. Evidence—such as observation notes, photos, videos, and work samples—can be uploaded and tagged to specific objectives directly through the *GOLD*® Documentation app or on the web. These objectives directly correlate with Connecticut's standards and provide color-coded progressions of development and learning from birth through third grade.

Additionally, *GOLD*® supports ongoing, formative assessment, allowing teachers to respond instructionally based on individual needs, summarize progress at multiple checkpoints throughout the year, and communicate developmental milestones with families. The platform also integrates with *SmartTeach*™, giving educators seamless access to curriculum resources, lesson planning, and assessment tools all in one centralized digital environment.

15. Pricing shall be listed as the cost per the student as listed on the price response pages.

Teaching Strategies affirms that pricing has been provided in accordance with the specifications outlined in this RFP and is listed on a per-student basis. All costs reflect the full scope of services, including both personnel and non-personnel expenses necessary for successful implementation.

The full Cost Proposal has been submitted separately in a sealed envelope labeled **"Confidential: Cost Proposal."**

16. Vendors shall be given the actual number of students by August 15 for the fall semester, and then by December 15 for the spring semester. Invoicing shall be by the actual number of students submitted for each semester multiplied by the cost per student from the proposal.

Teaching Strategies acknowledges and agrees to the proposed invoicing procedure. We will invoice based on the actual number of students provided by August 15 for the fall semester and by December 15 for the spring semester. Each invoice will reflect the actual student count submitted for the respective semester, multiplied by the agreed-upon cost per student outlined in the proposal.

17. This program is defined as for both three and four year-old children.

Teaching Strategies offers two developmentally appropriate and distinct curricula designed to meet the specific needs of both three-year-old and four-year-old preschool students. While both programs are grounded in the same research-based foundation and aligned with *Connecticut's Early Learning and Development Standards*, each curriculum provides unique supports, instructional strategies, and developmental guidance tailored to the specific age group it serves.

***The Creative Curriculum® for Preschool,* Guided Edition (Three-Year-Olds)**
CC Guided offers structured yet flexible guidance that helps teachers of younger preschoolers build nurturing relationships, establish consistent routines, and create a responsive environment. With embedded coaching and support throughout the curriculum, CC Guided helps teachers make intentional decisions based on ongoing observation and assessment, while encouraging developmentally appropriate practice.

Key features of CC Guided for three-year-olds include:

- **Daily guidance and planning support** tailored to the attention spans and developmental stages of younger learners.
- **Intentional Teaching Experiences** that promote social-emotional development, language growth, and physical coordination in age-appropriate ways.
- **Embedded strategies** for including English-language learners, children with disabilities, and those who are advanced for their age.
- **Supportive learning environments** that focus on predictability, emotional security, and relationship-building.

CC Guided supports teachers in fostering growth in all developmental areas while honoring the unique rhythms of three-year-old learners. It places an emphasis on exploration, interaction, and building foundational skills.

***The Creative Curriculum® for Pre-K* (Four-Year-Olds)**
CCPK builds upon earlier foundational experiences and provides a more expansive and inquiry-based model of learning. This curriculum engages children in project-based investigations and integrates advanced language, literacy, mathematics, science, social studies, and the arts into daily learning experiences. It empowers four-year-olds to make connections, express ideas, and solve problems independently and collaboratively.

Key features for four-year-olds include:

- **Project-based investigations and studies** that promote critical thinking, inquiry, and collaboration.
- **Expanded interest areas and rich materials** that challenge and stimulate older preschoolers' intellectual curiosity.
- **Detailed teaching guides** that provide intentional planning and flexibility to differentiate learning based on individual needs.
- **Support for all learners**, including English-language learners and children with disabilities, ensuring equitable access to instruction.

CCPK is ideal for supporting children who are preparing for kindergarten, offering deeper learning experiences, complex language exposure, and intentional literacy and numeracy development.

While both curricula are aligned in their developmental objectives and instructional excellence, they are distinctly tailored to meet the unique learning trajectories of three- and four-year-old children. CC Guided offers a more supportive, scaffolded approach for younger preschoolers, while CCPK fosters independence and deeper exploration among older preschoolers.

2) Print Version

In accordance with the requirements outlined in this RFP, Teaching Strategies has included detailed, per-student pricing for each print version of *The Creative Curriculum® for Preschool*, Guided Edition (3-year-olds) and *The Creative Curriculum® for Pre-K* (4-year-olds). All prices include shipping to the designated school locations.

Teaching Strategies understands and accepts that The City of Waterbury Board of Education reserves the right to adjust the final quantity and language distribution of materials at the time of award. Complete pricing information has been provided in *Attachment E: Cost Proposal*, which has been sealed and submitted separately as required.

3) Portfolios and Assessments

Both *The Creative Curriculum® for Preschool,* Guided Edition and *The Creative Curriculum® for Pre-K* have assessment components embedded throughout, providing teachers with clear guidance to integrate ongoing assessment into their daily instruction in meaningful and developmentally appropriate ways. The curriculum's 38 objectives for children's development and learning are the foundation of this process, offering a color-coded progression that includes indicators and examples based on widely held expectations for children from birth through third grade.

To further support Pre-School and Pre-K educators in implementing *The Creative Curriculum®*, Teaching Strategies is pleased to offer *GOLD®* - a robust, research-based assessment system that includes comprehensive reporting tools aligned to the *Connecticut Early Learning and Development Standards* (https://teachingstrategies.com/state/connecticut/). *GOLD®* is a developmentally appropriate, criterion-referenced system for assessing the knowledge, skills, and behaviors of children from birth through third grade. It combines authentic observational assessment across 10 areas of development and learning with performance-assessment tasks in literacy and numeracy. *GOLD®* is backed by extensive research confirming its validity and reliability across diverse cultures, languages, and socioeconomic backgrounds. It can be used to assess all children, including those developing typically, those with disabilities, and those who demonstrate advanced competencies. When used alongside *The Creative Curriculum®*, *GOLD®* enhances educators' ability to observe, document, and respond to children's development and learning, ensuring individualized, data-informed instruction.

Teachers using *GOLD®* collect evidence of children's development during meaningful classroom experiences. Observations are intentionally conducted throughout the day, and may be supplemented by input from family members and specialists. Teachers build comprehensive portfolios using observation notes, photographs, video clips, audio clips, and samples of children's work. When certain skills, particularly in literacy and numeracy, are not easily observed during typical routines, teachers use curriculum-embedded experiences to conduct focused observations.

GOLD® clearly outlines what children should know and be able to do at various ages, helping educators understand both what is being assessed and why. In addition to tools for collecting, organizing, storing, reviewing, evaluating, and reporting data, *GOLD®* offers a range of resources that deepen teachers' understanding of child development. The *GOLD®* progressions of development and learning help identify current levels and guide next steps of instruction. Teachers also have access to research summaries, targeted guidance, and an online activities library of activities, each with a family version available in English and Spanish. These supports

enable teachers to create responsive learning environments and deliver engaging instruction based on assessment results.

GOLD® assesses development across 10 areas:

- Social–emotional (self-regulation, positive relationships, cooperative participation)
- Physical (gross and fine-motor skills)
- Language (receptive and expressive communication)
- Cognitive (learning approaches, memory, classification skills, symbolic thinking)
- Literacy (phonological awareness, print knowledge, comprehension, writing)
- Mathematics (number concepts, shapes, measurement, patterns)
- Science and technology (scientific inquiry, physical properties environment, tools)
- Social studies (self-awareness, cultural understanding, geography)
- The arts (visual arts, musical, drama)
- English language acquisition (English listening and speaking skills, with a "Home Language Survey")

Pricing for *GOLD*® is provided on a per child portfolio basis and includes full access to all documentation, planning, and reporting features. The City reserves the flexibility to purchase the number of portfolios needed upon award or in subsequent semesters.

4) Outfitting for Up to Six New Pre-School Classrooms

Teaching Strategies is pleased to provide a comprehensive cost proposal per classroom for outfitting up to six (or more, based on actual enrollments) new preschool classrooms, in alignment with the specifications outlined in the RFP. This includes:

- The *Preschool Online Digital Curriculum Package* as described in Scope of Work,
- Access to the *GOLD*® assessment system for an average of eighteen (18) children per classroom,
- *Archiving* for all components,
- *One print version* of the curriculum per classroom.

Invoicing will occur only for classrooms actually outfitted. Detailed pricing is included in the sealed Cost Proposal submitted with this response.

5) Professional Development and Teacher Training

Teaching Strategies offers a robust catalog of in-person or virtual trainings to meet the ongoing and evolving needs of every program no matter where they are in their implementation. Our Professional Development Team collaborates with each partner to plan effective and impactful training. Before finalizing the content and design of the training sessions, lead Teaching

Strategies staff members and trainers partner with programs to finalize goals for the implementation, assess the participants' understanding and knowledge of our curriculum, and understand the participants' learning preferences. Training is responsive to the learning strengths and needs of the administrators, coaches, teachers, assistants, and coordinators who will be using our solutions.

In-Person Professional Development:

1. *Introduction to The Creative Curriculum® for Preschool + The Creative Curriculum® Cloud* (6 hours):
    - In this comprehensive session, preschool educators will unlock the full potential of *The Creative Curriculum®* through a series of engaging topics. Participants will identify the key elements that constitute this innovative approach, witnessing how the objectives and progressions of development provide a solid foundation for effective teaching.
    - Daily Resources will be explored, showcasing how they seamlessly integrate content learning into daily instructional activities, sparking curiosity among young learners.
    - Educators will gain confidence in crafting a comprehensive daily schedule that incorporates essential components, while also mastering the use of *The Creative Curriculum® Cloud*, enabling efficient planning and customization of monthly and daily plans.
    - Strengthening family partnerships through digital resources will also be emphasized, fostering effective two-way communication and creating a supportive learning environment beyond the classroom.

2. *Introduction to The Creative Curriculum® for Pre-K* (6 hours):
    - This highly interactive session introduces participants to *The Creative Curriculum® for Pre-K*.
    - Participants will learn how to get started with the Curriculum Guide and teaching resources.
    - They will explore a typical day using the components of CCPK and leave knowing how to incorporate each resource into the day.
    - Participants will become familiar with the 38 objectives for development and learning and how they are used to individualize instruction.
    - Participants will locate resources to support their ongoing implementation of CCPK.

Online Professional Development:

Teaching Strategies' Professional Development Teacher Membership (PDTM) includes access to both live, expert-led virtual sessions and over 400 hours of asynchronous, self-paced courses in

English and Spanish—allowing for a personalized professional development experience that aligns with teachers' schedules and instructional goals.

As part of the PDTM, live virtual sessions can be curated to address topics identified by the District. These sessions are facilitated by experts and grounded in best practices in early childhood education and developmentally appropriate instruction. In addition to the identified topics, districts may select from a broad range of other focus areas to meet evolving staff needs.

The Teacher Membership also supports long-term educator development by offering:

- Courses aligned with Child Development Associate (CDA) credential requirements
- Training that meets Child Care and Development Fund (CCDF) requirements
- Access to The Hub, Teaching Strategies' professional learning community
- Exclusive opportunities to engage with early childhood experts for guidance on classroom practice and research-based strategies
- CEUs (Continuing Education Units) upon course completion

PDTM is designed to complement in-person training, not replace it, and should be part of a broader professional learning plan. This ensures educators receive a well-rounded development experience that is both flexible and deeply aligned with district goals. Through the PDTM, the District can provide its teaching staff with timely, relevant, and high-impact professional development that promotes continuous learning and directly supports classroom implementation.

Additional Professional Development Information:

Teaching Strategies is pleased to provide the following details regarding professional development and teacher training:

a. The total cost for a one-day (6-hour) training session is included in the Cost Proposal submitted as part of this response.
b. Pricing reflects one professional trainer per 6-hour session.
c. Each training session can accommodate up to 30 participants per day.
d. Training sessions will include comprehensive instruction on the use of CC Guided, CC PK, *GOLD*®, the Professional Development Teacher Membership (PDTM), and *SmartTeach*™. This includes coverage of all relevant software features, shortcuts, updates, and refinements.
e. As outlined in the proposed work plan, the number and scheduling of training sessions will be coordinated in collaboration with The City's administrative staff. Invoicing will be based solely on the training sessions actually held, without regard to a minimum or maximum number.
f. Teaching Strategies is pleased to offer one complimentary six-hour professional development session with every $75,000.00 in curriculum purchased.

Tab 8. Required Forms

FILL IN AND RETURN WITH YOUR SUBMISSION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Professional Services Agreement RFP No. 6295 for Early Childhood Preschool Curriculum and Amendment No. 1

(Service or Commodity Covered by Contract)

July 1, 2020 - June 30, 2025

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

PO 179569- RFP 6295 for Early Childhood Preschool Curriculum
(Service or Commodity Covered by Purchase Order)

September 23, 2020 - September 22, 2025
(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

II. Financial Interest Disclosure

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

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

N/A

(Name of Official)

N/A

(Position with City)

N/A

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

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

(Name of Official)

(Position with City)

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

I have read and agree to the above certification.

UTJ Holdco, Inc. DBA Teaching Strategies, LLC.
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory) Date 6/1/2025

Thomas Yamamoto, General Counsel
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☑ Hand-Delivered ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Certification

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

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

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

UTJ Holdco, Inc. DBA Teaching Strategies, LLC
80 M ST SE, Suite #1010
Washington, DC 20003

Print Name and Title of Authorized Representative:

Thomas Yamamoto, General Counsel

Signature of Authorized Representative:

Date: 6/11/2025

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

State of Maryland

SS.:_____

County of Prince George's

Thomas Yamamoto, being first duly sworn, deposes and says that:

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

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Teaching Strategies, LLC	N/A	NONE	PD Coach Membership/ Teacher Membership	N/A
2 Teaching Strategies, LLC	N/A	NONE	GOLD®	N/A
3 Teaching Strategies, LLC	N/A	NONE	ReadyRosie®	N/A
4 Teaching Strategies, LLC	N/A	NONE	The Creative Curriculum® for Preschool/CLOUD	N/A

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

Organization Name	Address	Type of Ownership
1 NONE	NONE	NONE
2		
3		
4		

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

Name	Title	DOB	Stock %
1 Mike Derezin	Chief Executive Officer	12/16/1970	Officer
2 Heather O'Shea	Chief Financial Officer	11/29/1984	Officer
3 Thomas Yamamoto	General Counsel	8/21/1972	Officer
4 UTJ Holdco, Inc.			100% Ownership

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE	N/A	N/A
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

_____
Name of Corporate Signatory

80 M St SE Suite 1010 Washington DC 20003
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: General Counsel
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

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

State of Maryland)

) SS

County of Prince George's)

Thomas Yamamoto being duly sworn,

deposes and says that he/she is General Counsel of Teaching Strategies, LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 29th day of R-20..

(Notary Public)

My Commission Expires: 6/9/2025

RASHAE ADELE. TRAVERS-ONI
Notary Public
Prince George's County, Maryland
My Commission Expires Jun 9, 2025

Notarial Act Performed by Audio visual communication

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

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

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

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

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

1 June 2, 2025 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

37-1660007
Social Security Number
or Federal Identification Number

_____
Signature of Individual or Corporate Name

_____
Corporate Officer
(if applicable)

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

Name Thomas Yamamoto
By: General Counsel
(Title)
Business Address: 80 M ST SE, Suite #1010 Washington, DC 20003
(City, State, Zip Code)

Phone: 301-634-0818
Email: legal@teachingstrategies.com
Date: 06/01/2025

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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

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

PRODUCER	CONTACT NAME:	
Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	PHONE (A/C, No, Ext): 630-773-3800	FAX (A/C, No): 630-285-3922
	E-MAIL ADDRESS: CertRequests@ajg.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C : Chubb Indemnity Insurance Company	12777
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Teaching Strategies, LLC
80 M Street SE
Suite 1010
Washington DC 20003

COVERAGES **CERTIFICATE NUMBER:** 1314675717 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	36054236	3/27/2025	3/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	73614380	3/27/2025	3/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			79896741	3/27/2025	3/27/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	71833667	3/27/2025	3/27/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: PROPOSAL #8127.

The City of Waterbury and its Board of Education are shown as Additional Insureds solely with respect to General Liability and Auto Liability coverages as evidenced herein on a Primary/Non-Contributory basis as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation in favor of Additional Insureds is included under the General Liability, Auto Liability and Worker Compensation coverages as evidenced herein as required by written contract. Umbrella Follows Form. 30 Days' Notice of Cancellation applies in favor of Certificate Holder as required by written contract.

CERTIFICATE HOLDER

City of Waterbury
235 Grand St
Room 103
Waterbury CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
300 S Riverside Plaza Ste 1500
Chicago IL 60606

CONTACT NAME: Britha Christian
PHONE (A/C, No, Ext): 312-704-0100 **FAX (A/C, No):** 312-803-7443
E-MAIL ADDRESS: britha_christian@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIG Specialty Insurance Company	26883
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED TEACSTR-01
Teaching Strategies, LLC
80 M Street SE
#1010
Washington DC 20003

COVERAGES **CERTIFICATE NUMBER:** 1721430139 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability Tech E&O			016013190	9/30/2024	9/30/2025	Aggregate Limit: Retention:	$5,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured: Teaching Strategies, LLC
RE: PROPOSAL #8127.

CERTIFICATE HOLDER

City of Waterbury
235 Grand St
Room 103
Waterbury CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
   (a) That is an "insured" under any other automobile policy;
   (b) That has exhausted its Limit of Insurance under any other policy; or
   (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
   (1) The agreement requires you to provide direct primary insurance for the lessor; and
   (2) The "auto" is leased without a driver.

Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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CHUBB®

Liability Insurance

Endorsement

Policy Period	MARCH 27, 2025 TO MARCH 27, 2026
Effective Date	MARCH 27, 2025
Policy Number	3605-42-36 WUC
Insured	UTJ HOLDCO INC.
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JANUARY 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Liability Insurance

Endorsement

Policy Period	MARCH 27, 2025 TO MARCH 27, 2026
Effective Date	MARCH 27, 2025
Policy Number	3605-42-36 WUC
Insured	UTJ HOLDCO INC.
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JANUARY 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

BLANKET AS REQUIRED BY CONTRACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: UTJ HOLDCO INC.

Endorsement Effective Date: 03/27/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – "**Other Insurance**" of Item B. – "**General Conditions**" under Section IV – "**Business Auto Conditions**":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

CHUBB®

Liability Insurance

Endorsement

Policy Period	MARCH 27, 2025 TO MARCH 27, 2026
Effective Date	MARCH 27, 2025
Policy Number	3605-42-36 WUC
Insured	UTJ HOLDCO INC.
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JANUARY 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

THIS ENDORSEMENT EXCLUDES GEORGIA, NEW YORK AND NORTH CAROLINA

ANY PERSON OR ORGANIZATION FOR WHICH THE EMPLOYER HAS AGREED BY WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS, MAY EXECUTE A WAIVER OF SUBROGATION. HOWEVER, FOR PURPOSES OF WORK PERFORMED BY THE EMPLOYER IN MISSOURI, THIS WAIVER OF SUBROGATION DOES NOT APPLY TO ANY CONSTRUCTION GROUP OF CLASSIFICATION AS DESIGNATED BY THE WAIVER OF RIGHT TO RECOVER FROM OTHERS (SUBROGATION) RULE IN OUR MANUAL.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/27/2025 Policy No. **71833667** Endorsement No.

Insured **UTJ HOLDCO INC.** Premium $ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____

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Tab 9. Appendix

Appendix A: Teaching Strategies' Lead Personnel Resumes

SUE TRITES

sue.t@teachingstrategies.com / (484) 947-3186

Skills Summary

Project Management: Manage multiple projects from concept to completion. Identify tasks and goals and work to meet them throughout the implementation of the project in order to benefit both customers and the company.

Account Management/Partner Success Support: Collaborate with various internal departments to help build successful relationships with customers to ensure ongoing satisfaction and to encourage retention and revenue growth.

Product Knowledge/Professional Development: Constantly strive to improve product knowledge and stay current on industry topics and trends in order to better serve customers.

Education

Bachelor of Arts / American Government / 1994
Certificate / Elementary Education / 2011

Experience

Teaching Strategies, LLC

Partner Success Manager / 2019-Present

Tredyffrin/Easttown School District
The Shipley School

Elementary School Substitute Teacher / 2012-2014

MICHAEL BRUCATO
PHONE #: 1-240-712-2287
E-MAIL: MICHAEL.BRUCATO@TEACHINGSTRATEGIES.COM

Skills Summary

SALES EXECUTIVE

Trusted Advisor	**Account Management**
Presentation Skills	**Project Management**

Education

Master's Degree in United States History, May 2004

Bachelor of Arts in History, May 1994 with a Minor in Education

TEACHING CERTIFICATE

Rhode Island Certified Social Studies Teacher at the Secondary Level, 1994-Present

Experience

Teaching Strategies, LLC, Washington, DC 2018-Present

Senior Business Development Manager

- Responsible for selling Teaching Strategies full line of solutions including print and digital curriculum, assessment, Professional Development and online CLOUD subscriptions as part of our company's Ecosystem to PreK-12 school districts and Early Childhood organizations in the Northeast region including New England as well as Eastern New York state too.

School Specialty, Inc., Appleton, Wisconsin 2015-2018

Early Childhood Sales Manager

- Responsible for increasing sales in all six New England states and Eastern New York State in the Early Childhood market. In this role, I work collaboratively with both my inside and outside sales team colleagues as we seek to meet the needs of educators, Principals, Business Managers, Curriculum Directors, Superintendents and Child Care Directors.

Highlights Family of Companies, Columbus, Ohio 2013-2015

Sales Consultant

- Manage account base in 3 New England states (*Connecticut, Rhode Island, and Massachusetts*) promoting Zaner-Bloser's well-known Language Arts and Reading programs to customers in the K-12 education market.

Houghton Mifflin Harcourt Publishing Company, Boston, MA 2010-2012

Account Manager

- Managed a sales territory in MA with an annual target of $2 million selling educational software, professional development services, textbooks, and supplemental education materials to schools in the K-12 market

Kaplan K12 Learning Services, New York, N.Y. 2009-2010

Director of Educational Partnerships

- Managed a sales territory in 5 New England states (MA, R.I., NH, VT, & ME) with an annual target of $600,000 selling Math and Reading intervention programs and SAT test preparation programs in both print and on-line

Houghton Mifflin Harcourt Publishing Company, Boston, MA 2005-2008

Field Sales Representative

- Managed a sales territory in 3 New England states (R.I., MA, & CT) with an annual target of $2.8 million selling school textbooks and educational software to middle schools and high schools

Barrington High School, Barrington, R.I. 2001-2004

Social Studies Classroom Teacher

- Taught five classes of students in American Government, U.S History & World History to include planning engaging lessons for daily instruction as well as grading assignments
- Coached the Boys Varsity Indoor Track Team

MICHELLE SALCEDO
michelle.s@teachingstrategies.com
678-684-7777

Skills Summary: Early education trainer, author of online courses, experience in all aspects of early childhood education as a teacher, trainer and manager

Education: *Master's Degree in Early Childhood Education, 2010, Graduated Summa Cum Laude*

Experience

Teaching Strategies, LLC

Director, Professional Development

Works closely with assigned trainers to ensure seamless and responsive execution of professional development sessions.

Quality Assist, Inc.

Content Developer / 2020-2022

Researched and wrote online courses for the Quorum eLearning program. Developed and delivered in-person training sessions over zoom. Worked with the CDA Council.

The Sunshine House

Chief Academic Officer / 2011-2020

Primary architect of brain-based curriculum for infants, toddlers, and school-age children. Developed and facilitated professional learning programs for national child care program with over 2,000 teachers.

Learning Care Group

Director of Education / 2008-2011

Directed professional development team in the design of innovative programs and support of teachers in an organization with over 900 centers across the world. Oversaw development of new infant curriculum.

La Petite Child Care

Manager of Education / 2007-2008

Oversaw the development of learning programs for children ages six week to twelve years old in over 600 programs across the country.

NATALIE PICKETT

natalie.p@teachingstrategiespd.net (m) 240-899-2972

Skills Summary

Experienced educator with extensive knowledge in providing professional development, coaching, and consulting to teachers and administrators in early childhood and elementary school settings. Background includes working with school districts, private child care, and Child Development Centers.

Education

Education Specialist (EDS)
Education Leadership 2015

Masters of Science
Special Education 2004

Bachelors of Science
Family Studies 2000

Experience

Teaching Strategies, LLC, *Bethesda, MD*

Consultant May 2014-present
Implementation Associate October 2013-April 2014

Riverdale Baptist School, *Largo, MD*

Mentor Teacher
Cooperating Teacher August 2005-June 2013

Prince George's County Public Schools, *Upper Marlboro, MD*

Special Educator January 2001-June 2005

KIRSTEN RHODES

Kirsten.r@teachingstrategiespd.net
240-372-2221

Skills Summary

Self-motivated teacher with 21 years of teaching experience; Certified to teach ages birth to adult, Good communicator and able to present to large audiences, Flexible in providing instruction, grouping and thinking on my feet, Able to use PC or MAC, secure knowledge in Microsoft Office.

Education

Masters of Special Education, 2009

Bachelor of Science in Education, 1995

Associate of Arts Degree in Business Administration, 1990

Experience

Teaching Strategies, *2016- Present*

Trainer

Laurel Elementary School 2014-Present

Special Education Teacher and Department Chairperson

Kenmoor Middle School 2012-2014

Academic Resource Teacher for students with Autism

Rockledge Elementary School 2004-2006

Special Education Teacher and Department Chairperson

Clinton Grove Elementary School 2004-2006

General Education Teacher, Sixth Grade

Ardmore Elementary School 1997-2004

General Education Teacher, Second, Third and Sixth Grades

Olney Children's Center 2003-2004

4 year old Lead Teacher

JOANNA PARKER

joanna.p@teachingstrategies.net

Skills Summary

Skills include expertise in child development, curriculum and instruction; as well as extensive professional development experience including training, coaching and technical assistance.

Education

Master of Arts in Education / March 1997
Bachelor of Arts, Sociology and English major / May 1994

Experience

Teaching Strategies

Professional Development Network / April 2019 to current

Teachstone

Data Collector & CDA with CLASS Facilitator / July 2018 to current

University of District of Columbia

Adjunct Professor / August 2019 to current

University of Cincinnati

Adjunct Instructor / January 2018 to current

Zero to Three – National Center on Early Childhood Development, Teaching and Learning

Senior Professional Development Manager / October 2015 to December 2017

Zero to Three – Early Head Start National Resource Center

Senior Training and Technical Assistance Specialist / July 2014 to September 2015

BETH PELOQUIN
beth.peloquin.pd@teachingstrategiespd.net 802-233-6667

Skills Summary

Adult learning strategies
Conducting professional development trainings
Practice Based Coaching
Teaching Strategies GOLD user and trainer
Diversity and Inclusion
Early Childhood Special Education
Curriculum Development
Assessment
Collaborative Teaming
Education Technology
Remote Teaching, training, and coaching

Education

Education Leadership and Policy Doctoral Candidate, completed All but Dissertation / 2021

Masters of Education in Special Education / 2000

Bachelor of Science in Journalism /1989

Experience

Teaching Strategies
Professional Development Trainer/2023 to present

Pyramid 802 Plus
Partner, Trainer, Coach / 2020 to present

Champlain College
Adjunct Faculty / 2013 to present

Vermont Agency of Education
Inclusion and Early Multi-Tiered Systems and Supports Coach / 2012 to 2020

University Of Vermont
Adjunct Faculty/Graduate Teaching Assistant (part-time) / 2012-2017

LISA ROBINSON

Lisa.r@teachingstrategiespd.net

Skills Summary

Microsoft Office, Video Platforms, Audio-visual Equipment, Training and Development, Mentoring and Coaching, Problem Solving, Communication, Time Management

Education

MAT in Early Childhood Education/May 2001
BS in Biology/December 1997

Experience

Teaching Strategies

Professional Deveplopment Network/January 2020 - Present

Educational Solutions, LLC

Certified CLASS Observer and Coach/October 2005 – Present

CentroNia

Child Development Credential Instructor (Contractor)/April 2016 - March 2018

The Council for Professional Recognition

CDA Professional Development Specialist (Contractor)/December 2002 -Present

DC Public Schools

Educator/August 2000 – June 2014

Cynthia Parker

49 Mayflower Road Woburn, MA 01801Ī 781-608-6932 Ī cyn.parker73@gmail.com

Education:

1991 -1995 Regis College Weston, Massachusetts
Bachelor of Science in Psychology
Concentrations in Early Childhood and Management
2007- 2011 Regis College Weston, Massachusetts
Master's Degree in Special Education (Non MA Licensure)

Experience:

Educational Consultant
2023 – Present
The Rise Project, Tufts University
Medford, MA

- Coach
  - Provided 1:1 in-classroom coaching to Preschool teachers in the Santa Ana, California school system on implementing Science, Technology and Engineering (STE) experiences using a home to school approach to support culturally relevant curriculum.
  - Facilitate peer learning community meetings with teachers.
  - Co-develop and present workshops throughout the school year emphasizing the importance of a home to school approach within the classroom, creating a more culturally relevant classroom and curriculum.
  - Work with Principal Investigators of grant funded research project to develop coaching systems and assure implementation of role is successful.

2023- present
Teaching Strategies Gold

- Professional Development
  - Present a variety of Teaching Strategies workshops across the country including *Introduction to Gold* and *Creative Curriculum.*

2019 – Present
The Early Science Initiative
Miami, Florida

- Coach
  - Develop and facilitate professional development to 12 Educare schools across the country focusing on science based on the Early Science Frameworks, based on K-12 Science Frameworks
  - Collaborate with team on the development of on-line learning modules using Articulate and Blackboard
  - Collaborate with team to develop teacher resources including story books, activity cards and classroom visuals
  - Facilitate meetings with schools to support their leadership team, family engagement and individual teacher interests.

2018 – Present
Independent Consultant

- Provide onsite and online early childhood professional development local child care programs

2017 – January 2021
The Rise Project, Tufts University
Medford, MA

- Lead Coach
    - Provided 1:1 in-classroom coaching to Head Start Preschool teachers on implementing Science, Technology and Engineering (STE) curriculum based on framework.
    - Facilitated peer learning community meetings around STE curriculum
    - Coordinated team of coaches, providing feedback and mentoring on coaching skills
    - Work with Principal Investigators of grant funded research project to develop coaching systems and assure implementation of role is successful

1994 – 2016
Next Generation Children's Centers
Sudbury, Massachusetts

- 2006 – 2016 Vice President of Training and Curriculum Development:
    - Responsibilities included developing and implementing professional development for educators and leadership. This included coordinating our annual staff development day for a staff of over 500, developing resource guides for each of our programs, infants through kindergarten, developing internal Lending Library using Brainshark that provided self-directed professional development opportunities. All professional development focused on EEC guidelines, current developmentally appropriate practices as outlined by NAEYC and leadership skills.
    - Development and implementation of our own internal CDA program.
    - Oversaw the development and implementation of curriculum programs for each age group. This included the development of our *Baby Steps* program for infants, *I Can Do It!* program for toddlers and *Look At Me – I Am Three* program for preschool.
    - Worked with Executive Team on family communication plans and company policies,
    - Observed and provided feedback for child/classroom support plans.
    - Responsible for the purchasing of all classroom supplies and equipment. This included assuring the maintenance of all classrooms as well as the complete purchase and set up of our Hopkinton, Walpole and Beverly schools.
    - Supervised the company's Regional Managers.
    - Supervised the company's implementation of EEC Regulations and QRIS.

- 1994 – 2006 Teacher, Program Manager, Director, Training and Curriculum Manager:
    - During these 12 years held a series of positions beginning as a toddler teacher followed by program manager, director, Training and Curriculum Manager until assuming the position of VP of Training and Curriculum Development.

2013 – 2015
Bunker Hill Community College
Charlestown, MA

- 2013 - 2015 ECE Adjunct Faculty
    - Designed and instructed Childhood Growth and Development course online using Moodle.
- Fall 2014
    - Instructor for on-campus Child Growth and Development course.

Publications

McWayne, C., Mistry, J., Huan, S., Diez, V., Parker, C., Zan, B, Greenfield, D. Brenneman, K., (December, 2020). Incorporating knowledge from children's homes and community: A home to school approach for teaching STEM in preschool. *Young Children*. 75, 5, 22-28.

Purvis. L, Parker. C, & Diez. V (2022). Funds of knowledge in action: Expanding children's STEM knowledge with neighborhood C=connections. *Developmentally appropriate practice in early childhood programs*. (4th ed, pp 274-276), National Association for the Education of Young Children.

Presentations

Greenfield, D., Parker, C., Austin, T., Baustert, A., Tisdale, J., (2020, February). *Science Read-Alouds: A Springboard into 3-Dimensional Learning for Young Children*. Presented at the ECSTEM Conference. Pasadena, California.

Parker, C., DelPrete, K., (2019, April). *Engineering and Technology with Young Children*. Presented at the Massachusetts Association for the Education of Young Children. Taunton, Massachusetts.

Parker, C., Snyder, L. (2008, November) *Identifying Atypical Behavior in Young Children and Developing and Plan for Success*. Presented at the National Association for the Education of Young Children Annual Conference, Houston, Texas

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Professional Training

- EEC Director II Qualified - 9595163
- Certification completion from Bunker Hill Community College for online course development
- Certified Human Behavior Consultant through the Fitzgerald Institute in Northborough, MA

Angela M. Esaw
angelamesaw@gmail.com (personal) (201)838-0215

Skills Summary
Utilize classroom experiences and formal knowledge to facilitate relatable and useful training in the areas of early childhood education.

Education
Bachelor of Arts/2006
Master of Education/2018
Master of Education/2021

Experience

Teaching Strategies
Professional Development Coach/Present
Complete needs assessment with the client; Prepare and deliver training according to client needs and TS standards.

Willingboro Public Schools
Teacher/2021-Present
Facilitate training for teachers-teach-teachers; use Creative Curriculum Resources to plan learning experiences for students; teach learning objectives by using Creative Curriculum goals, NJ Preschool Learning Standards, NAEYC Standards; social-emotional skill building, and self-efficacy Solution Station implemented from the Center on the Social and Emotional Foundations for Early Learning's (CSEFEL); collaborate with Pre-K team to plan for each week.

Children's Home Society HeadStart
Teacher/2019-2021
Lesson plans incorporated Head Start goals for learning, Second Step, Creative Curriculum, and Ready Rosie into lesson plans., created classroom environment as required by curriculum; student health and safety, developing assistant teacher; record keeping for Head Start review; relationship building with families through conferences, home visits, phone calls and in-person meetings; Worked with district team to support exceptional learners.

Urban League of Hudson County
Quality Improvement Specialist/ 2016-2018
Conducted environmental rating scale observations for early care and education programs; completed quality improvement plans for observed programs; conducted needs analysis based environmental rating scale observations and case conferencing; coordinated professional development and networking events throughout 2016-2018; launched a community of practice for educators to build capacity, comradery, and further progress through quality rating and improvement system; organized recruitment events which include face to face speaking engagements, mailings, email, and phone calls to inform the population of services

ANDREA RUSSOMANNO

Skills Summary

- Coaching skills which allow participants to self-reflect
- Communication skills that use active listening to meet the needs of the audience and well as clear and concise speaking to convey the material covered.
- Leadership skills that incorporate time management and organization

Education

Bachelor of Arts in Early Childhood Education/December 2011
Master of Education in Curriculum and Instruction/January 2021

Experience

Teaching Strategies

Professional Development Network Consultant/April 2024-present

- Support early childhood professionals in implementing the solutions that Teaching Strategies offers.

Hamilton Township School District

Preschool Instructional Coach and Preschool Intervention and Referral Specialist/September 2021-present

- Support the teaching staff through classroom visits to model developmentally appropriate classroom practices to reflect the Creative Curriculum
- Use Teaching Strategies Fidelity Tool for the Creative Curriculum to inform individual and program professional development.
- Use practice-based coaching and provide feedback to teaching staff using the reflective cycle.
- Provide professional development on developmentally appropriate practices.
- Make recommendations about appropriate strategies, interventions and/or modifications to the classroom to support the varying needs of the students.
- Coordinate with district special service departments and the child study team when needed.

Preschool Teacher/September 2016-June 2021

- Develop lesson plans following The Creative Curriculum
- Create a positive learning environment conducive to the children’s needs.
- Create positive partnerships with the children’s families.
- Perform assessments provided through the Teaching Strategies Gold

TIFFANY AKAI
Teaching Strategies Email
702-527-0091

Skills Summary

- Outstanding Communication Skills
- Excellent ability to envision and convey the organization's strategic future and mission to the overall community
- Organized and steady worker
- Solid ability to plan, delegate, develop programs and task facilitation, and demonstrate the ability to oversee and collaborate with others.

Education

Bachelor's of Science in Child Development and Leadership / Graduated 2015
Master's of Science in Early Childhood Special Education and Leadership / Graduated 2018
Doctorate of Education in Transformational Leadership in Education / Graduate 2024

Experience

Above the Grade / January 2023 - Present
Acelero & Shine Early Learning / June 2016 - January 2023
Explore Knowledge Academy / May 2014 - June 2016
Knowledge Universe / February 2012 - May 2014

Appendix B: Teaching Strategies Subscription Services Terms and Conditions

TeachingStrategies® for Early Childhood

4500 East West Highway • Suite 300 • Bethesda, MD 20814
Phone 301-634-0818 • Fax 301-657-0250
www.TeachingStrategies.com

SUBSCRIPTION SERVICES
TERMS AND CONDITIONS

1. These Subscription Services Terms and Conditions (the "**Agreement**") sets forth the terms pursuant to which Teaching Strategies, LLC ("**TS**") will provide Subscription Services to the purchaser that has accepted the Agreement by clicking to assent, signing the Agreement, or using, accessing, or consuming the Subscription Services ("**Subscriber**"). "**Subscription Services**" mean subscription services identified in an Order. "**Order**" means each written order form(s) (including digital or electronic) executed by Subscriber and TS, or Subscriber and a TS authorized business partner, incorporating this Agreement and is subject to the terms and conditions herein.

2. **Subscription Services**. The Subscription Services are purchased on the unit basis and for the term identified in an Order. The Subscription Services include proprietary content, activities, articles, tools, software applications, databases, and other materials provided through separately downloaded applications to your device, through a web browser as-a-service using Subscriber's internet service and may be sold separately or bundled together with TS products as identified in an Order.

2.1. **License Grant**. Subject to the license quantity limits set forth in an Order and Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Subscription Services as provided herein, and to have Authorized Users, as defined below, use, and access the Subscription Services during the Subscription Services term.

2.2. **Delivery and Access**. The Subscription Services will be provided through www.teachingstrategies.com, https://my.teachingstrategies.com, https://mypd.teachingstrategies.com/, https://app.readyrosie.com, https://www.tadpoles.com/home_or_work and/or other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to the Terms of Use and Privacy Policy at https://teachingstrategies.com/agreements-and-policies and set forth on the Website. Subscriber agrees that it will use the Subscription Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees who require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Subscription Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.

2.3. **Prohibited Activities**. Except as expressly authorized in this Agreement, Subscriber will not: (a) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Subscription Services or any portion thereof; (b) use the Subscription Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (c) modify, translate, or prepare any derivative work based on the Subscription Services; (d) decompose, decode, or otherwise reverse engineer any TS technology; (e) allow any third party or unlicensed user or computer system to access or use the Subscription Services; or (f) remove any proprietary notices or labels attached to the Subscription Services. Subscriber agrees to take all reasonable steps to protect the Subscription Services from unauthorized access, copying, or use.

2.4. Administration of Subscription Services

2.4.1. **Subscriber Administrator**. Subscriber shall designate one (1) or more of its employees to serve as the administrator(s) for the Subscription Services. The administrator is responsible for (a) assigning and administering passwords and usernames for Authorized Users; (b) maintaining up to date access and permission rights for Authorized Users; (c) communicating any changes in Authorized Users to TS; (d) setting up and maintaining access and permission rights for the Authorized Users; and (e) where applicable, inputting informational data regarding the Authorized Users.

2.4.2. **Registration**. Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Subscription Services or, for educator access, Subscriber will provide TS with name and email information of the Authorized Users for the purpose of creating their accounts. Upon account creation, an automatic email will be sent notifying them that an account has been created and provide instructions regarding logging into their account and the initial creation of a password. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her password with TS through the Website before the Authorized User can access the Subscription Services for the first time.

2.4.3. **ReadyRosie Registration for Parent/Caregiver Access**. If applicable, Parents and Caregivers who are directly affiliated with Subscriber will receive caregiver access to the Subscription Services either by electronic invitation by those with Educator Access or through a self-registration process.

2.4.4. **Password Protection**. Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend any account credentials in the event that the account is misused or if TS has reason to believe that such account credentials are being used by a person who is not an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS's sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Subscription Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.

2.4.5. **Retrieval of Data**. Upon termination of the Subscription Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.

2.4.6. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Subscription Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Subscription Services ("Subscriber Data"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Subscription Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in anonymized and aggregated form for purposes of enhancing the Subscription Services, analyzing usage trends, aggregated statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.

3. Fees and Expenses, Payment, & Taxes.

3.1. The fees for Subscription Services are set forth in the applicable Order ("**Fees**"). Subscriber agrees to pay Fee(s) for Subscription Services as identified in an Order. Except as provided in the Agreement or required by applicable law or regulation, all Fees paid are non-refundable.

3.2. Unless otherwise specified in an Order, Fees (a) are due and payable by Subscriber within thirty (30) days from the date of invoice; (b) are due and payable by Subscriber annually and in advance of the provision of the Subscription Services; and (c) must be made in U.S. dollars, and by credit card, wire transfer, or other prearranged payment method acceptable to TS. TS reserves the right to charge a late payment interest of 1.5% per month against overdue amounts, or the maximum rate permitted by law, whichever is less. In addition, TS may suspend any of the Subscription Services or terminate this Agreement or the applicable Order if (a) Subscriber is delinquent on its payment obligations for thirty (30) days or more or otherwise breaches the Agreement; (b) TS is no longer licensed or permitted to make the Subscription Services available due to a change in law, expiration or revocation of applicable licenses, or otherwise; or (c) Subscriber declares bankruptcy, is adjudicated bankrupt, or a receiver or trustee is appointed for Subscriber or substantially all of its assets. Without limitation of TS's other remedies, TS may suspend any Subscription Services if Subscriber fails to pay any applicable Fees when due or otherwise breaches this Agreement.

3.3. All Fees under this Agreement are exclusive of any taxes, duties, or similar charges imposed by any government, and Subscriber agrees to pay for any and all federal, state, or local sales, use, excise, privilege, or other taxes, duties or assessments, however designated or levied, relating to this Agreement, exclusive of taxes based on TS's net income. To the maximum extent permitted by applicable law, Subscriber agrees to gross up payments actually made to TS such that TS receives sums due in full and free of any withholding tax(es) or deductions Subscriber is required to pay.

4. **Confidentiality**. Each party receiving Confidential Information ("**Recipient**") from the party disclosing such information ("**Discloser**") shall use Confidential Information solely for the purpose of providing and receiving Subscription Services under this Agreement. "**Confidential Information**" means information provided by the Discloser that is reasonably marked as "confidential", identified as confidential at the time of disclosure, or reasonably known by Recipient to be confidential or should reasonably be expected to be known as confidential. Recipient acknowledges and agrees that the disclosure of the Confidential Information does not confer any license, interest, or rights of any kind in or to the Confidential Information except as provided herein. For five (5) years after the termination of this Agreement Recipient shall hold Confidential Information in confidence and not disclose or use the Confidential Information, directly or indirectly, in any form, by any means, or for any purpose. Recipient shall only disclose the Confidential Information to its employees, contractors, and Affiliates to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided such parties shall be obligated in writing to comply with terms and conditions no less protective than those set forth in this Section. Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Confidential Information as Recipient uses to protect its own confidential information. Recipient shall notify the Discloser in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these confidentiality obligations and shall reasonably cooperate with the Discloser to regain possession of such Confidential Information and prevent further unauthorized use and disclosure. Confidential Information does not include information that: (a) is or becomes generally publicly available through no fault of Recipient, (b) was known to Recipient, free of any confidentiality obligations, before its disclosure, (c) becomes known to Recipient, free of any confidentiality obligations, from a source other than Discloser, (d) is independently developed by Recipient without use of Confidential Information, (e) is licensed under an open source license, or (f) is disclosed by Recipient pursuant to a requirement of a

governmental agency or by operation of law, provided that Recipient shall notify Discloser prior to disclosure (if it can do so without violating any law or rule) in order to give Discloser a reasonable opportunity to seek an appropriate protective order or similar protection(s).

5. Termination

5.1. Term. This Agreement commences on the Effective Date and ends when TS is no longer obligated to provide Subscriber with the Subscription Services under this Agreement. Each Order begins on the date in the Order or, if no date is specified, when the Order is executed ("Order Effective Date") and continues for the term stated in the Order. After the initial term, the term for the Subscription Services may renew upon mutual written agreement between the parties.

5.2. Termination. Either party may terminate this Agreement or an Order immediately upon notice to the other party if the other party materially breaches an obligation hereunder that has not been cured within thirty (30) days after receipt of notice from the non-defaulting party provided that such notice and cure will not be required for a breach of Sections 4 or 10.4. The termination of an individual Order will not terminate any other Order or the Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of TS, in the event either party terminates an Order, Subscriber will pay for all Subscription Services provided up to the effective date of termination.

5.3. Effect of termination. Sections 2.4.5, 2.4.6, 3, 4-6, 7.2, and 8-10 will survive the termination or expiration of this Agreement. Termination of this Agreement by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party will be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

6. Intellectual Property Rights. TS owns and retains all right, title, and interest in and to the Subscription Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Subscription Services and their components, which includes but is not limited to features, materials, and content made available through such Subscription Services regardless of form, are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any content, document, web page, or other component of the Subscription Services or any related materials or documentation.

7. Representations and Warranties

7.1. TS represents and warrants to Subscriber that (a) TS has the legal power to enter into this Agreement; (b) TS will provide access to the Subscription Services in a workmanship like manner and with diligence and skills consistent with industry standards. To the maximum extent permitted by applicable law and except as explicitly set forth in this Section, all TS products and services are provided "as is" and without any representations or warranties, either express or implied, including but not limited to warranties of non-infringement, merchantability, and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

7.2. Subscriber represents, warrants, and covenants that (a) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (b) it has all necessary rights and permissions to grant access to the Subscription Services to its Authorized Users; (c) it will obey all applicable laws, rules, and regulations in its use of the Subscription Services and Subscriber Data; (d) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (e) Subscriber Data will not contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

8. **Indemnification**. To the maximum extent permitted by applicable law, Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (a) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (b) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (c) Subscriber's use of the Subscription Services in violation of applicable law.

9. Limitations

9.1. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR SUBSCRIBER'S PAYMENT AND INDEMNIFICATION OBLIGATION, IN NO EVENT WILL EITHER PARTY'S CUMULATIVE AND AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THE APPLICABLE ORDER. THE LIMITATIONS HEREIN WILL REMAIN IN FULL FORCE AND EFFECT, REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

10. General Terms

10.1. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.

10.2. **Choice of Law**. To the extent permitted by applicable law, (a) this Agreement will be governed by the laws of the State of Maryland, USA, without reference to its conflict of law provision; and (b) any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state courts in and for Montgomery County, Maryland, USA (or, if there is federal jurisdiction, the United States District Court therein). This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. The Uniform Computer Information Transactions Act (UCITA) or similar laws or regulations do not apply to this Agreement.

10.3. **Assignment**. Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably

withheld). Notwithstanding the foregoing, TS may assign the entirety of its rights and obligations under this Agreement, without consent of Subscriber, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

10.4. **Export & Sanctions**. Subscriber agrees that it will not export, disclose, re export or transfer the Subscription Services, directly or indirectly, to any U.S. embargoed destination; or anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. If Subscriber breaches (or TS believes Subscriber has breached) this section or TS is prohibited by law or otherwise restricted from providing Subscription Services to Subscriber, TS may terminate this Agreement and/or the applicable Order without liability to you.

10.5. **Notices**. TS will provide notices to Subscriber via mail at the address noted below. Subscriber must provide notices to Teaching Strategies, LLC, Attn: General Counsel, to both 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA; and email to legal@teachingstrategies.com. Any legal notices provided without compliance with this section will have no legal effect.

10.6. **Complete Agreement**. This Agreement represents the complete agreement between the parties with respect to this subject matter and supersedes all prior and contemporaneous agreements and proposal, whether written or oral, with respect to the subject matter. Except as otherwise agreed in writing by the parties (a) the Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter; and (b), any terms contained in any other documentation that you deliver to TS, including any purchase order or other order-related document (other than an Order), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the Agreement and/or an Order, the Agreement will control unless otherwise expressly provided in an Order and/or as expressly agreed in writing signed by authorized representatives of both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Teaching Strategies, LLC	**Subscriber**
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Effective Date:	**Date:**
	Subscriber Name & Address:

Subscriber Contact:

Phone:

Email:

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for Early Childhood

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Terms for In-Person Professional Development

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of $75 will be charged for each attendee in excess of this maximum; (iii) If multiple sessions are scheduled, an additional fee of $300 may be charged for sessions scheduled on non-consecutive days; (iv) Additional fees, including travel expenses, will also apply for each session not scheduled at least 30 days in advance; (v) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projects, computers and viewing screens; and (vi) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted and may not be reproduced or distributed except in accordance with this provision without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:
Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.
Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.
Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:
Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of $300.
Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of $790.
Scheduling with less than a 24-hour notice, Customer is invoiced an additional fee of $790 and also for any additional travel expenses incurred due to last minute travel scheduling.

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Phone 301-634-0818 • Fax 301-657-0250
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Terms for Virtual Professional Development

Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based on a maximum number of 30 attendees per session. An additional fee of $75 will be charged for each attendee in excess of this maximum; (iii) Additional fees will also apply for each session not scheduled at least 30 days in advance; and (iv) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted and may not be reproduced or distributed except in accordance with this provision without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

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Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.
Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.
Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:
Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of $300.
Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of $790.

WATERBURY
PUBLIC SCHOOLS

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

#5

To: Board of Aldermen and Board of Education

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

Date: August 27, 2025

Re: Board of Aldermen / Board of Education Request for Approval / First Lego League Grant Agreement ReadyCT - Executive Summary

The Academic Office/Education Department respectfully requests your approval for the above-referenced First Lego grant agreement. This is to approve the agreement between ReadyCT and Waterbury Public Schools, which provides First Lego League rookie teams with grant funding in the amount of $10,847 for team registrations, purchasing equipment, supplies, and transportation. All funding is expected to be fully utilized by the end of the 2025-2026 school year.

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Christian Mines
File: CRT25-213 - Robotics Program

GRANT AGREEMENT

This Grant Agreement (hereinafter the "Agreement") is made on this _____ day of _____ ("Effective Date") by and between ReadyCT, having its principal office at 350 Church Street, 10th Floor, Hartford, CT 06103 (hereinafter "Grantor")

and

_____[name of organization], having its principal

office at _____[address] (hereinafter "Grantee").

Grantee and Grantor shall be referred to individually as a "Party" or collectively as the "Parties", as the context so requires.

RECITALS

1. Grantor is a 501c3 corporation organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

2. Grantee is a _____ organized and operated exclusively for _____ purposes.

3. Grantee has presented Grantor with a proposal seeking funding for a rookie *FIRST* Robotics program (hereinafter the "Program"). Grantee's proposal describing the Program and the requested grant is attached as Schedule A to this Agreement and made a part hereof, and the activities reflected in the Grantee's proposal as reflected on Schedule A serves as the Grantee's scope of work under this Agreement. The PDF of Schedule A has been transmitted to Grantor with this Agreement, and it can also be accessed with this link.

4. The Grantor is desirous of making a grant of $ 10,847.00 to Grantee for funding the Program, including any bona-fide activities associated with the Program or for any activities which are similar to the foregoing activities which Grantor agrees, in writing, to fund in accordance with this Agreement ("Purpose").

5. In light of the above, the Parties are desirous of recording their initial understanding in relation to the Purpose under this Agreement in the manner and on the terms set forth below.

TERMS AND CONDITIONS

1. PAYMENT OF GRANT:

The Grantor agrees to pay Grantee $10,847.00 as contribution for the fulfillment of the Purpose ("Grant Amount"). The Grantor anticipates that it will pay the full Grant Amount upon: execution of the contract; satisfactory due diligence (as determined by the Grantor); and written confirmation of Grantee's completion of the *FIRST* Youth Protection Program screening.

1.1 This Agreement shall be effective beginning with the Effective Date and terminate on May 31, 2026.

2. GRANTEE'S OBLIGATIONS AND WARRANTIES:

2.1 Grantee shall use the grant funds only for the purposes of the specific Program described above. Grantee may not make any significant changes in the purposes for which grant funds are spent without the Grantor's prior written approval.

2.2 To enable the Grantor to evaluate the effectiveness of this grant, Grantee shall submit to the Grantor a written report for any annual accounting period of Grantee during which Grantee receives, holds, or spends any of the Grant Amount. The report shall contain: (1) a description of the progress that Grantee has made toward achieving the purposes for which this grant was made; (2) a financial accounting of Grantee's expenditure of the Grant Amount; (3) copies of any publications resulting from the grant; and (4) a report on Grantee's compliance with the terms of this Agreement. A template for this reporting will be provided to the Grantee. The first report will be due on or before January 15, 2026. The final report, due on or before May 23, 2026, shall outline Grantee's use of all grant funds and charitable activities from the date of the disbursement of this grant until Grantee expended the last of the Grant Amount. Any unexpended funds must be returned to ReadyCT by May 30, 2026.

2.3 If Grantee publishes any statement or press release about this Grant, Grantee will name ReadyCT and the CT Manufacturing Innovation Fund as the organizations providing the resources and support for the Program. Grantee will provide Grantor with copies of any statements five (5) days prior to publication.

2.4 By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) or otherwise a municipal or government entity. This representation and warranty shall not expire until Grantee has expended the entirety of the Grant Amount. Grantee shall give the Grantor immediate written notice of any change in the Internal Revenue Service's recognition of Grantee's tax-exempt or public charity status.

2.5 Grantee shall provide, within a reasonable time, necessary documentation to the Grantor to enable the Grantor to claim appropriate tax reliefs and exemptions under the applicable tax statutes from the tax authorities together with such other documentation Grantor may require as a matter of due diligence connected to this Agreement.

2.6 The Grantor shall provide Grantee with the Grant Amount in accordance with the terms of this Agreement. Save and except for the foregoing, the Grantor shall have no other liability, obligation, responsibility and/or duty towards or in relation to Grantee, the Program, any affiliated persons, and/or the Purpose.

2.7 The Grantee acknowledges that this grant is made solely for the purposes outlined in this Agreement and agrees not to use grant funds, the names or logos of FIRST Robotics or ReadyCT, or any association with this grant, to engage in any political activity or public communication that could reasonably be expected to harm or disparage the mission of FIRST Robotics or ReadyCT.

2.8 Grantee shall not use any portion of the Grant Amount in a manner inconsistent with IRC Section 501(c)(3), as applicable, including but not limited to: (a) influencing the outcome of any specific election for candidates to public office, (b) inducing or encouraging violations of law or public policy, or (c) causing any private inurement or improper private benefit to occur. Likewise, no part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). Collectively, the above-referenced expenditures restricted by this provision are referred to as "Prohibited Expenditures."

2.9 Grantee represents it will compete in at least one official *FIRST* Robotics event during the 2025-26 *FIRST* AGE season, the details of which will be included in the reporting described above. Grantee will also circulate surveys to teachers, parents and/or students at time points to be designated by Grantor and thereafter share all data collected with Grantor. Data collected will be the sole property of Grantor and its designee.

2.10 Grantee acknowledges that two coaches per team have completed the *FIRST* Youth Protection Program and passed screening prior to receiving funding. In the event of any material staffing changes regarding any team coach at any point during this grant period, Grantee must immediately notify Grantor of the changes together with a proposal to compensate for the changes inclusive of any mandatory training required under this Agreement.

3. INDEMNITY:
Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the Grant Amount, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from any negligent act or omission of the Grantor, its officers, directors, employees, or agents.

4. EXPENSES:
Each Party will bear its own costs and expenses in relation with the grant. Grantee retains full

discretion and control over its operations and shall act completely independently of the Grantor with respect to the selection of any subgrantee or contractor convenient or necessary to carry out the Purpose. The Grantor has not earmarked the Grant Amount, or any portion thereof, to any particular subgrantee or contractor, and there is no agreement, written or oral, by which the Grantor may cause Grantee to choose a particular subgrantee or contractor.

5. RECORDKEEPING AND AUDIT:
Grantee shall treat the Grant Amount as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant Amount. Grantee shall keep copies of all relevant books and records and all reports to the Grantor for at least four years after completion of the use of the Grant Amount.

6. REMEDIES:
Grantee shall immediately repay to the Grantor any portion of the Grant Amount that is spent or committed for any purpose other than the Program. If the Grantor in its reasonable discretion determines that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the Grant Amount not properly spent or committed to third parties, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law. This Agreement may be enforced by the Grantor by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Grantee acknowledges and agrees that the Grantor shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

7. NO RELATIONSHIP:
It is expressly understood that neither Party has the authority to bind the other to any third person nor otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing and signed by both Parties hereto. Grantee and not Grantor is solely responsible for all activities supported by the Grant Amount, the content of any product created with the Grant Amount, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.

8. COMPLIANCE WITH LAWS:
Each Party will comply with all applicable laws, rules and regulations in its performance of this Agreement.

9. NO WAIVER:
The failure of Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

10. ASSIGNMENT:
Neither Party will have the right to assign or otherwise transfer its rights or obligations under this Agreement without receiving the express prior written consent of the other Party, where such consent shall not be unreasonably withheld.

11. GOVERNING LAW AND JURISDICTION:
This Agreement shall be governed by the laws of the State of Connecticut. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the state courts of Connecticut and to the jurisdiction of the United States District Court for the District of Connecticut.

12. COUNTERPARTS:
This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

13. NOTICE:
13.1 All notices to be given in connection with this Agreement shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the Party entitled or required to receive such notice at the address for such Party as follows:

To Grantor:
Attention: Shannon Marimón, Executive Director
ReadyCT, 350 Church Street, 10th Floor, Hartford, CT 06103

To Grantee:
Attention:
_____

13.2 Either Party may change such address by notice to the other Party.

14. ENTIRE AGREEMENT:
This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the date first written above.

ReadyCT	[SCHOOL/ORG]
By: _____	By: _____
Shannon Marimón	Name:
Executive Director	Title:

ADD - #5-A

WATERBURY
PUBLIC SCHOOLS

Tara Battistoni
Supervisor of Research,
Development, and Student Testing
(203) 574-8283
tbattistoni@waterbury.k12.ct.us

Memo

To: Ms. Carrie Swain, Board of Education Clerk

Mr. Michael J. Dalton, City Clerk

Date: August 28, 2025

Re: College Board PSAT/SAT Contract – Board of Education and Board of Aldermen Executive Summary

CC: Ms. Janet Frenis, Chief Academic Officer

Ms. Alison Buzzard, Staff Attorney

The Department of Education requests to enter into a contract with the College Board to administer PSAT assessments to students in grades 9 and 10 during the 2025-2026 school year. This contract will allow continuous measure of student growth toward the ultimate outcome for state accountability, the grade 11 SAT. Taking the assessment multiple times has proven to result in higher scores, providing all Waterbury Public Schools students an increased opportunity for college acceptance.

The term of the contract will be **10/1/25-6/30/26**. Compensation to College Board shall not exceed **$60,928.00**, and will be paid for by the Connecticut State Department of Education Alliance Grant. Alliance Grant funds have already been confirmed and secured.

College Board is the sole source provider of PSAT and SAT products and services as reviewed and confirmed by the Director of Purchasing. The Board of Education has contracted with College Board for the same services in previous years, and the quality of College Board's services has been exemplary. Corporation Counsel has reviewed and approved all aspects of this contract.

COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00038979

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this 'Agreement'), is as of this Agreement is fully executed ('Effective Date'), by and between Waterbury Public Schools, District 235 Grand Street, Waterbury, Connecticut, 06702, ('Client') and College Board ('College Board'), 250 Vesey Street, New York, NY 10281.

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, 'Services') in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ('Schedule'). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of this July 1, 2025 and, unless sooner terminated as provided herein, will expire on June 30, 2026 ('Initial Term'). Client may renew this Agreement in twelve (12) month increments ('Renewal Term'), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement or any renewal term. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal which shall be subject to negotiations between the parties. Any such renewal shall be subject to approval pursuant to the City of Waterbury procurement ordinance. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the 'Term.' If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2025-2026 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is

exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, 'Damages') solely as result of the Client's negligence misconduct provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

To the extent permitted by law and notwithstanding any other provision of this Agreement, College Board agrees to indemnify, hold harmless, and defend the Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") as result of the College Boards negligence , provided, however, that the College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by sole negligence or willful misconduct of the Client.

7.2 Intellectual Property Infringement Indemnification. The College Board shall defend and indemnify Client against any claim, liabilities, demands, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, by an unaffiliated third party of this Agreement that a College Board Software Product, used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright

or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College B oard is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a 'Force Majeure Event') that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New Haven County, Connecticut State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a 'read-receipt' which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:	*With a copy to:*	**To Client:**
K-12 Contract Management	Legal Department	Paul Pernerewski
College Board	College Board	Waterbury Public Schools
250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Contractsmanagement@collegeboard.org	250 Vesey Street New York, NY 10281 Tel: (212) 713-8000 Legalnotice@collegeboard.org	236 Grand St Waterbury, CT 06702-1933 Tel: 203-574-6712 ppernerewski@waterburyct.org

9.5 Publicity. Each party agrees to make reasonable efforts to y inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement. The College is aware that the Client is subject to Freedom of Information Requests and as such is legally required to disclose documents pursuant to said requests.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a 'subrecipient' receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a 'vendor' that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ('Client Purchase Order'). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement.

Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

9.14 Interest of City Officials. No member of the governing body of the Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

9.15 Prohibition Against Gratuities and Kickbacks . No person shall 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 this agreement.

9.16 Prohibition Against Contingency Fees. College Board 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.

9.17 City of Waterbury's Ethics Code Ordinance. College Board hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest (Chapter 39). The text of the Ethics and Conflicts of Interest 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/http://www.waterburyct.org/content/9569/9605/9613/default.aspx click on the link tiled "The City of Waterbury Code of Ordinances *Current to* 12/31/2015". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST

9.18 Confidentiality/FERPA. College Board acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of the Client's students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the Client only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, College Board has no authority to make disclosures of any information obtained in the course of performing this agreement.

9.19 Student Data Privacy

9.19.1 College Board shall comply will all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

9.19.2 The City's Board of Education ("Board") shall have access to Student Data in the possession of COLLEGE BOARD or its employees in College Board's Online Reporting Portal (if such permissions have been set up to allow access in accordance with College Board's standard guidelines for setting up such accounts) except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by COLLEGE BOARD or its employees. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by COLLEGE BOARD or its employees within ten (10) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from COLLEGE BOARD and/or its employee(s) that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

9.19.3 Neither COLLEGE BOARD nor its employees shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

9.19.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If COLLEGE BOARD or its employees receive a request to review Student Data in their possession directly from a student, parent, or guardian, COLLEGE BOARD and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. COLLEGE BOARD and its employees agree to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with COLLEGE BOARD or its employees, and correct any erroneous information therein.

9.19.5 COLLEGE BOARD and its employees shall take actions designed to ensure the security and confidentiality of student data.

9.19.6 COLLEGE BOARD and its employees will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data, which is the subject of this Agreement. Such notification will include the following steps:

Upon discovery by COLLEGE BOARD or its employees of a breach of Student Data, COLLEGE BOARD shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

9.19.7 Student Data shall not be retained or available to COLLEGE BOARD or its employees upon expiration of the contract between COLLEGE BOARD and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with COLLEGE BOARD for the purpose of storing student generated content.

9.19.8 COLLEGE BOARD and the Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

9.19.9 COLLEGE BOARD and its employees acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

9.19.10 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data. The Parties agree that the provisions herein shall only apply to Student Data which is the subject matter of this Agreement and shall not apply to any other data or information that College Board may have or receive. The Parties agree that the provisions herein shall not prohibit students and/or their families from accessing or using data provided by students and/or their families directly to College Board. The Parties agree that College Board shall use the data in accordance with this Agreement, including Attachment 1.

10. **Required from College Board.**

10.1 College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board 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, College Board 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 College Board's obligation under this Agreement, whether such obligations are College Board'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.

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 Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

10.4.1 **General Liability Insurance: $1,000,000.00** per occurrence,
$2,000,000.00 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.**

10.4.2 **Automobile Liability Insurance**: Not applicable
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

10.4.3 **Workers' Compensation**: Statutory Limits within the State of Connecticut:
Employers' Liability:
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

10.4.4 **Excess/Umbrella Liability Insurance:**
$1,000,000.00 each occurrence
$1,000,000.00 aggregate

10.4.5 **Professional Liability/E&O**
$1,000,000.00each wrongful act
$1,000,000.00 aggregate.

10.5 Intentionally Omitted.

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

10.7 Certificates of Insurance: College Board's General Liability policy shall be endorsed to add the City and its 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 College Board'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 College Board 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 all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis**". The City's request for proposal number must be shown on the certificate of insurance. College Board 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.

10.8. No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the City endorsements, and Certificates of Insurance.

11. College Board acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments. College Board acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City and /or State or Federal government, including the funding of grants for the purpose of this Agreement. College Board therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced or eliminated pursuant to law.

WATERBURY PUBLIC SCHOOLS	COLLEGE BOARD
Signature	Signature
Name	Name
Title	Title
Date	Date

PSAT™ 8/9
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 8/9 materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide.
   b. PSAT 8/9 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. Information about recognition programs College Board.
   d. Access to SAT Practice Tools and Support as set forth below.
   e. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 8/9 testing publications.
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at http://www.khanacademy.org/digital-sat. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 8/9, Client agrees that it will, or will ensure each Participating School will:
   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.
   d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
   e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
   f. Verify and update, if necessary, the Test Coordinator name and contact information.
   g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
   h. Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf) **at least two weeks before the anticipated start of testing.**

i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

   Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the PSAT 8/9. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 8/9 Testing Window.** Client has agreed to administer the PSAT 8/9 to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT 8/9.** The PSAT 8/9 will be administered to Students under standard College Board national test administration and security protocols as specified in the PSAT 8/9 testing publications and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in their Testing Window.

   Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 8/9 test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

   College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

   - *First and last name
   - Middle initial
   - *Date of Birth
   - *Attending institution (AI Code)
   - *Grade
   - *Gender

- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
d. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student, their high school and district, about the students' eligibility and recognition status.
e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.
f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.

m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement, or any data privacy agreement. Nothing in this Agreement is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

   College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

   College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

   Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT 8/9 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a) Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;
   b) Assistance with completing required forms such as School Code Request Form;
   c) Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d) Feedback mechanism for counselors.

   Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us.

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

   Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 8/9 tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

   College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 8/9 exam.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Tara Battistoni	Kevin McCaffrey
Title:	Supervisor of Research, Development, and Student Testing	Director of Purchasing
Address:	422 Highland Ave	236 Grand St
City/State/Zip:	Waterbury, CT 06708-3443	Waterbury, CT 06702-1933
Phone:	2035748283	203-574-6747
Fax:	+001 (203) 574-8010	
Email:	tbattistoni@waterbury.k12.ct.us	kmccaffery@waterburyct.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

PSAT™ 10
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 10 administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 10 materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide.
   b. PSAT 10 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. Information about recognition programs College Board.
   d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
   e. Access to SAT Practice Tools and Support as set forth below.
   f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 10 testing publications..
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.
   g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 10, Client agrees that it will, or will ensure each participating school will:
   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 10.
   d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel'.
   e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
   f. Verify and update, if necessary, the Test Coordinator name and contact information.

g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online PSAT 10 Student Guide (https://satsuite.collegeboard.org/media/pdf/official-student-guide-psat-10.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.

3. ACCOMMODATIONS.

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://accommodations.collegeboard.org/. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any

circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

   Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

   If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

   Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the PSAT 10. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 10 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 10 Testing Window.** Client has agreed to administer the PSAT 10 to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT 10.** The PSAT 10 will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT 10 testing publications and PSAT 10 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 10 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 10. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing until later in the Testing Window.

   Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and to receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student and their high school and district about the students' eligibility and recognition status.
e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.
f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.

h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

   College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

   College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

   Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement.

College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT 10 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a. a. Step-by-step assistance with College Board online tools including the SSD System, SSOR and Test Day Toolkit (TDTK);
   b. Assistance with completing required forms such as School Code Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

   Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 10 Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us.

X. ADDITIONAL PSAT 10 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

   Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 10 tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

   College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 10 exam.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Tara Battistoni	Kevin McCaffrey
Title:	Supervisor of Research, Development, and Student Testing	Director of Purchasing
Address:	422 Highland Ave	236 Grand St
City/State/Zip:	Waterbury, CT 06708-3443	Waterbury, CT 06702-1933
Phone:	2035748283	203-574-6747
Fax:	+001 (203) 574-8010	
Email:	tbattistoni@waterbury.k12.ct.us	kmccaffery@waterburyct.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

PSAT/NMSQT®
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®[3] provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ('Participating Schools') for students and what data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide.
   b. PSAT/NMSQT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
   d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
   e. Access to SAT Practice Tools and Support as set forth below.
   f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.
   g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat). Client and students shall use the Khan Academy Prep tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each Participating School will:
   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.

[3] PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, 'Designated Personnel').
e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
f. Verify and update, if necessary, the Test Coordinator name and contact information.
g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://accommodations.collegeboard.org/. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score

recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ('SSOR'), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

   Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

   If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

   Designated Personnel are required to utilize College Board's Test Day Toolkit ('TDTK') application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing Window.** Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'Delay Event'), the Participating School(s) should adjust testing later in their Testing Window. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION. USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ('FERPA'), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program and share information with the student, their high school and district about the students' eligibility and recognition status.
e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the student and their high school about the students' eligibility and recognition status.
f. Score Reporting to Students: College Board will report to the student the score achieved on the tests which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.

h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

   College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

   College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ('TLS') or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

   Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement.

College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a. a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);
   b. Assistance with completing required forms such as School Code Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

   Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us .

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as 'College Board Intellectual Property'). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustment that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

   Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

   College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Tara Battistoni	Kevin McCaffrey
Title:	Supervisor of Research, Development, and Student Testing	Director of Purchasing
Address:	422 Highland Ave	236 Grand St
City/State/Zip:	Waterbury, CT 06708-3443	Waterbury, CT 06702-1933
Phone:	2035748283	203-574-6747
Fax:	+001 (203) 574-8010	
Email:	tbattistoni@waterbury.k12.ct.us	kmccaffery@waterburyct.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

Annex 1

College Board's College and Career Readiness Educational Services

With the assessment(s) ordered under this Agreement (each a 'Covered Assessment' and collectively 'Covered Assessments'), College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, 'Educational Services').

'App' refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. 'BigFuture School' as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, 'Score Information') for College Board assessments including scores received by students on Covered Assessments. For SAT School Day, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, 'Recommendations'). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, and PSAT 10. Connections is a College Board program through which students are provided information about non-profit colleges, universities, nonprofit scholarship providers, and other government agencies administering educational programs ('Eligible Institutions') and may receive preliminary offers of admission from nonprofit colleges and universities ('Participating Colleges'). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections;
- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services) ;
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT and PSAT10 assessments; and.
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, or PSAT 10 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time, using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service. Students can also choose to remain in Connections but opt-out of individual communications channels (emails, hardcopy mailings, and in-App).

Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections are created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve of the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the 'College Board Collection, Use, and Disclosure of Data' section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:
- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:
- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client providing student information for this purpose, including, for example, student email address, students providing a mobile number

during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. College Board does not use mobile numbers collected during Covered Assessments for any other purposes. Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before Client opted-out of the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of Client's opt out
- If Client excludes its students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging and anything previously delivered may be still accessed by the student.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.

Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2025	July 1, 2025	June 30, 2026	1,600	$18.00	$28,800.00	$11,664.00	$17,136.00
PSAT 10: Spring 2026	July 1, 2025	June 30, 2026	1,600	$18.00	$28,800.00	$11,664.00	$17,136.00
PSAT 8/9: Fall 2025	July 1, 2025	June 30, 2026	1,600	$14.00	$22,400.00	$9,072.00	$13,328.00
PSAT 8/9: Spring 2026	July 1, 2025	June 30, 2026	1,600	$14.00	$22,400.00	$9,072.00	$13,328.00

Subtotal: $102,400.00
Total Discount: $41,472.00
Total Cost: $60,928.00

WATERBURY PUBLIC SCHOOLS

#6

TO: Honorable Aldermen of the City of Waterbury
Honorable Commissioners of the Waterbury Board of Education

FROM: Geen Thazhampallath, Director of Human Capital

RE: Executive Summary Supporting Approval Request - Contract Award for Temporary Professional Staffing Services CRT25-230 to Jaci Carroll Staffing Services, Inc.

DATE: August 27, 2025

After a full and successful RFP process (8520), the Waterbury Public Schools kindly and respectfully requests the Honorable Board of Alderman's and the Waterbury Board of Education's approval for the selection of **Jaci Carroll Staffing Services, Inc.** of 751 Straits Turnpike #3000, Middlebury, Connecticut. This contracting request was submitted after the City of Waterbury received replies from eleven (11) firms to the formal RFP. The eleven responses were received from firms of varying size and scope, and from firms that were situated locally, regionally, and nationally.

To provide the most pertinent feedback and review of the submissions, a selection committee was formed which comprised department leaders that were/are directly impacted and/or directly manage varied aspects of the current temporary staffing services. The committee members were also charged with providing insights that would provide for positive implementation and execution beyond their departments. The selected committee included City of Waterbury Human Resource Director Tara Shaw, City of Waterbury, Department of Education, Deputy Superintendent Juan Mendoza and City of Waterbury, Department of Education, Director of Personnel and Talent Management Geen Thazhampallath.

After review of all submissions, it was the committee's unanimous recommendation to proceed with the selection and contracting of **Jaci Carroll Staffing Services, Inc.** of 751 Straits Turnpike #3000, Middlebury, Connecticut. This selection was based on the following:

- Carroll is the current provider of temporary staffing services to the City of Waterbury including the Waterbury Board of Education. The committee members lauded the current services of the agency, their responsiveness to emergent staffing needs, and their responsiveness.
- Carroll's proposal accounts for the need for locally knowledgeable temporary staff who provide public services. The City's constituent services often need a local reference point and understanding, whether that knowledge is a street name, a school location, or a park and recreation site. This type of local knowledge was not a representative feature in the staffing offerings of the other RFP submitters.
- Finally, the committee believed that Carroll's ability to uniquely reach and offer local Waterbury residents employment opportunities, made Carroll an ideal point of connection to the services of the City and its overall economic progress. It was also the committee's belief that Carroll's local employment pool provides the City with the most time-sensitive avenue to staff positions with potential Waterbury residents.

For these reasons, and with the assistance of the City's Purchasing Office, we are requesting approval of a contract not to exceed **$255,000** per year. Please note that this contract will service both the City of Waterbury and the Waterbury Board of Education. Each departmental entity will fund their actual usage. For example, City usage largely will come through the City's Registrars of Voters Office for approximately $11,000. We believe this figure will be less in light of decreased costs associated with a non-presidential election. Other approximate costs associated with temporary services include $64,000 for the City Inspections Office, approximately $400 for the City Refuse Department, and approximately $178,000 for the Board of Education with actual usage spread across eight (8) schools, the SPED office, the Records Office and the Board's Human Capital Office.

Approval of this contract will ensure uninterrupted temporary staffing coverage throughout the District and City. Thank you for your consideration.

cc: Honorable Mayor Paul K. Pernerewski, Jr., Civil Service Human Resource Director Tara Shaw, Superintendent Dr. Darren Schwartz, Chief Financial Officer Doreen Biolo, Deputy Superintendent Juan Mendoza, Purchasing Director Kevin McCaffery, BOE Contracts Manager Jerry Gay

SERVICES AGREEMENT
RFP No. 8520
for
Temporary Professional Staffing Services
between
The City of Waterbury, Connecticut
and
Jaci Carroll Staffing Services, Inc.

THIS AGREEMENT 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 **JACI CARROLL STAFFING SERVICES, INC.** (the "Consultant"), located at 751 Straits Turnpike Suite 3000, Middlebury, CT 06762, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Consultant submitted a proposal to the City in response to **Request for Proposal ("RFP") Number 8520** for Temporary Professional Staffing Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP Number 8520**; 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 temporary professional personnel staffing services to provide local personnel to temporarily fill Education and City vacancies for various administrative and accounting positions when and if the need arises as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the 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 **RFP Number 8520** (attached hereto excluding draft Contract and City forms);

1.1.2 Addendum 1 to **RFP Number 8520** dated July 9, 2025, consisting of 7 pages (attached hereto);

1.1.3 Consultant's Response to **RFP Number 8520**, consisting of 35 pages (attached hereto excluding draft Contract, cost proposal, exceptions and City forms);

1.1.4 Consultant's Cost Proposal dated August 8, 2025, consisting of 4 pages (attached hereto);

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

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance (incorporated by reference);

1.1.8 Licenses (incorporated by reference);

1.1.9 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;

1.2.3 **RFP Number 8520**;

1.2.4 Any Addendums to **RFP Number 8520**;

1.2.5 Consultant's Response to **RFP Number 8520;**

1.2.6 Consultant's Price Proposal Price Proposal dated August 8, 2025.

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

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

2.4. Confidentiality/FERPA Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

2.4.1. Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by the Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

2.4.2. Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA," 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from

the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records.

2.5. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of Conn. Gen. Stat. §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 Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

3. Responsibilities of the 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 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 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 a duly authorized representative of the Consultant.

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. The Consultant shall complete all work and services required under this Contract for a term of three (3) years commencing on execution of this Agreement by the Mayor and terminating on June 30, 2028. ("Initial Term"):

5.1. Time is and shall be of the essence upon the City's request to provide professional personnel staffing services. Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure the City's staffing needs are fulfilled in a timely manner. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

5.2. Option Periods. The City shall have the option, at its sole discretion, to extend this Agreement for two (2) additional one-year terms, upon the terms and conditions as outlined herein, to include the following two one-year periods:

5.2.1 First Option Period. July 1, 2028 through June 30, 2029 (the "First Option Period").

5.2.2 Second Option Period. July 1, 2029 through June 30, 2030 (the "Second

Option Period").

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 for the Initial Term shall not exceed **SEVEN HUNDRED SIXTY FIVE THOUSAND DOLLARS and 00/100 CENTS ($765,000.00)** and shall be in accordance with the Consultant's Cost Proposal, dated August 8, 2025.

6.1.1. Payment for the First Option Period. The fee payable to the Consultant for the First Option Period shall not exceed **TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS and 00/100 CENTS ($255,000.00)** and shall be in accordance with the Consultant's Cost Proposal, dated August 8, 2025.

6.1.2. Payment for the Second Option Period. The fee payable to the Consultant for the Second Option Period shall not exceed **TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS and 00/100 CENTS ($255,000.00)** and shall be in accordance with the Consultant's Cost Proposal, dated August 8, 2025.

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.

6.2.2. 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.

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 for **RFP No. 8520** 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 shall become due until the Consultant shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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 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 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 VIII 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 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employer Liability (EL):
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit
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

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 Aggregate

9.4.6 Abuse/Molestation Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate.
(Applicable to Contractors/Consultants working directly with Youth/Minors)

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 its 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 and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear**". 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. 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.

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, 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, 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 Omitted.

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.

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 party 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:

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

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

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to meet its obligations under this Agreement.

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)** the City's aforementioned **RFP No. 8520** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8520**.

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 its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the 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 there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall 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: Jaci Carroll Staffing Services, Inc.
751 Straits Turnpike Suite 3000
Middlebury, CT 06762

City: The City of Waterbury
Education Human Resources Department
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 owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

32.9. The 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: *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"].

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:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

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

Date: _____

WITNESSES:

Sign: Michael Anthony
Print name:

Sign:
Print name: Sage Adamski

JACI CARROLL STAFFING SERVICES, INC.

By: Michael Anthony

Date: 8/26/2025

ATTACHMENT A

1.1.1 **RFP Number 8520** (attached hereto excluding draft Contract and City forms);

1.1.2 Addendum 1 to **RFP Number 8520** dated July 9, 2025, consisting of 7 pages (attached hereto);

1.1.3 Consultant's Response to **RFP Number 8520**, consisting of 35 pages (attached hereto excluding draft Contract, cost proposal, exceptions and City forms);

1.1.4 Consultant's Cost Proposal dated August 8, 2025, consisting of 4 pages (attached hereto);

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

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance (incorporated by reference);

1.1.8 Licenses (incorporated by reference);

1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances (incorporated by reference).

REQUEST FOR PROPOSAL
#8520
BY
THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services

The City of Waterbury, Education Human Resources and City Human Resources (hereinafter "City"), is seeking a professional personnel staffing services firm to provide local personnel to temporarily fill Education and City vacancies for various administrative and accounting positions when and if the need arises.

A. Background and Intent

The City of Waterbury employs approximately 300 administrative, clerical, benefits, customer service, human resources and accounting positions in our schools and City and Board of Education offices. At times, vacancies occur which require immediate fulfillment. The City may seek to fill these positons with a temporary employee while the internal permanent hiring processes occur to fill the permanent position. All work will be strictly onsite.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar services for municipal governments or other large employers in the local Waterbury area.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
4. Proposer must have a significant pool of candidates physically located in the Waterbury, CT area available for immediate assignment.
5. Preferred proposer will be staffed by ASA Certified Staffing Professionals.
6. Tested and trained applicant pool.

C. Scope of Services

The City of Waterbury normally recruits to fill vacant positions with a permanent hire through its own human resources departments. However, there are times when temporary employees are needed to fill vacancies for a short period of time. Usually, temporary assignments will last from one to six months.
The volume of future placements is variable and not guaranteed. Fiscal year 22 spend on temporary staffing was $212,000. and fiscal year 23 was $358,000. Fiscal year 24 year to date actual is $252,000 through end of May.
The list of positions we are seeking hourly rate bid proposals on is below. Job descriptions are attached.

ADMINISTRATIVE ASSOCIATE 1
ADMINISTRATIVE ASSOCIATE 2
ADMINISTRATIVE ASSOCIATE 3
ADVANCED ADMINISTRATIVE FUNCTIONS
SCHOOL SECRETARY
ACCOUNTANT 1
ACCOUNTANT 2
ACCOUNTANT 3
BENEFITS ASSISTANT
BENEFITS ANALYST
RETIREE BENEFITS SPECIALIST

APPLICATIONS ADMINISTRATOR
BUSINESS ANALYST
HR ASSISTANT
HR GENERALIST
CUSTOMER SERVICE REP
PAYROLL CLERK 1
PAYROLL CLERK 2
PARALEGAL

Historically, the greatest need for temporary services is for the administrative associate positions and school secretary. For many of the other positions, there may be no request for temporary services placement.

For workers assigned to the Board of Education, legally mandated additional screenings are required such as criminal background checks, 5 panel drug screens, etc. The BOE HR Office also reviews the State motor vehicle database, the State Sex Offender database. Also, specific substance screening is conducted through a designated health provider. These are all in addition to the mandated screenings required by law such as fingerprints and DCF. Rates should be inclusive of these fees. By state law all individuals working in the context of a school building or in proximity to school children, whether a direct employee or an employee of a vendor or third party, must have the State and Federal background checks completed through the State portal. In many cases of vendor employees, the vendor has conducted or contracted their own third party vendor to conduct these background checks. In such cases, the results are either provided to WPS HR and often WPS is provided a letter of explanation indicating the process the outside vendor to WPS utilized. In addition to these background checks, State law also requires an appropriate DCF check through the DCF portal. Some vendors also handle this by 3rd party. All direct WPS employees are processed through City and BOE HR in collaboration. The BOE HR is a designated site for digital fingerprinting for the convenience of the district and applicant.

The City reserves the right to award this RFP to one or more than one respondent in the best interest of the City of Waterbury. For long term assignments or special instances, pay rate increases requested by the City will be handled on a case by case basis.

The current rates bid by current vendor Jaci Carroll Staffing are listed below:

ITEM DESCRIPTION	7/1/24-6/30/25
ADMINISTRATIVE ASSOCIATE 1	$21.77
ADMINISTRATIVE ASSOCIATE 2	$22.44
ADMINISTRATIVE ASSOCIATE 3	$23.11
ADVANCED ADMINISTRATIVE FUNCTIONS	$28.01
ACCOUNTANT 1	$29.36
ACCOUNTANT 2	$30.71
ACCOUNTANT 3	$34.76
BENEFITS ASSISTANT	$28.01
BENEFITS ANALYST	$33.41
RETIREE BENEFITS SPECIALIST	$38.81
APPLICATIONS ADMINISTRATOR	$33.41
BUSINESS ANALYST	$33.41
HR ASSISTANT	$25.31
HR GENERALIST	$38.81
CUSTOMER SERVICE REP	$22.61
PAYROLL CLERK 1	$23.28
PAYROLL CLERK 2	$23.96
PARALEGAL	$28.01
SCHOOL SECRETARY	$22.44

Most administrative/office positions are 7 hours/day and 35 hours/week. We do have some positions that work 8 hours/day and 40 hours/week, but the majority fall into the 7 hours/day category. There are no mandated Paid Time Off, Vacation time, etc. for temporary workers.

Please note it is <u>not</u> mandatory to submit a proposal on all positions.

D. Agreement Period

The City anticipates a three-year contract with the selected firm beginning on or about July 2025 with the potential to renew for up to two (2) additional years. Each potential renewal would be for a one-year term at the City's discretion. The City will contractually reserve the right to cancel the contract at any time.

E. Insurance

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

F. General Information

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

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

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on July 7, 2025**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by July 9, 2025, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by the Education Human Resources Department.

H. Conditions

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

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

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

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

4. The proposer agrees that the proposal will remain valid for a period of ***90*** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

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

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

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

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

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

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

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

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

not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

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

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

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

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(3)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on July 15, 2025*.* Proposals received after that time shall not be considered.**

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

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

authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

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

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

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

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

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

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

b. Proposed cost schedule.

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

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

2. Selection Process

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

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP.

The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements

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

M.State Set-Aside Requirements NOT APPLICABLE

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

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects NOT APPLICABLE

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

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

O. Bid Bond NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Attachment E Document

- PRICE PROPOSAL FORM

REQUEST FOR PROPOSAL
#8520
BY
THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services

ATTACHMENT E
COST PROPOSAL

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: _____

Kevin McCaffery

Director of Purchasing

City of Waterbury

235 Grand Street

Waterbury, CT 06702

Sir:

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

_____ (Print or Type Company/Corporate Name)

_____ (Print or Type Business Address)
_____
_____

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

[Proposal continued on following page]

REQUEST FOR PROPOSAL
#8520
BY THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services
ATTACHMENT E
COST PROPOSAL

ITEM DESCRIPTION	**YEAR ONE** PER HOUR COST	**YEAR TWO** PER HOUR COST	**YEAR THREE** PER HOUR COST
ADMINISTRATIVE ASSOCIATE 1	$	$	$
ADMINISTRATIVE ASSOCIATE 2	$	$	$
ADMINISTRATIVE ASSOCIATE 3	$	$	$
SCHOOL SECRETARY	$	$	$
ADVANCED ADMINISTRATIVE FUNCTIONS	$	$	$
ACCOUNTANT 1	$	$	$
ACCOUNTANT 2	$	$	$
ACCOUNTANT 3	$	$	$
BENEFITS ASSISTANT	$	$	$
BENEFITS ANALYST	$	$	$
RETIREE BENEFITS SPECIALIST	$	$	$
APPLICATIONS ADMINISTRATOR	$	$	$
BUSINESS ANALYST	$	$	$
HR ASSISTANT	$	$	$
HR GENERALIST	$	$	$
CUSTOMER SERVICE REP	$	$	$
PAYROLL CLERK 1	$	$	$
PAYROLL CLERK 2	$	$	$
PARALEGAL	$	$	$

[Proposal continued on following page]

REQUEST FOR PROPOSAL
#8520
BY
THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services

ATTACHMENT E
COST PROPOSAL

ITEM DESCRIPTION	**OPTION YEAR ONE** PER HOUR COST	**OPTION YEAR TWO** PER HOUR COST
ADMINISTRATIVE ASSOCIATE 1	$	$
ADMINISTRATIVE ASSOCIATE 2	$	$
ADMINISTRATIVE ASSOCIATE 3	$	$
SCHOOL SECRETARY	$	$
ADVANCED ADMINISTRATIVE FUNCTIONS	$	$
ACCOUNTANT 1	$	$
ACCOUNTANT 2	$	$
ACCOUNTANT 3	$	$
BENEFITS ASSISTANT	$	$
BENEFITS ANALYST	$	$
RETIREE BENEFITS SPECIALIST	$	$
APPLICATIONS ADMINISTRATOR	$	$
BUSINESS ANALYST	$	$
HR ASSISTANT	$	$
HR GENERALIST	$	$
CUSTOMER SERVICE REP	$	$
PAYROLL CLERK 1	$	$
PAYROLL CLERK 2	$	$
PARALEGAL	$	$

_____ _____
Social Security Number or Federal Identification Number — Signature of Individual or Corporate Name

_____ _____
Company Name — Corporate Officer (if applicable)

[Proposal continued on following page]

By:_____
(Title)

_____
(Business Address)

_____
(City, State, Zip Code)

Date: _____ Email:_____

END OF ATTACHMENT E

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

July 9, 2025

RFP 8520 Temporary Professional Staffing Services

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8520**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

Section "G. Management" of the RFP document has been updated.

Please refer to the questions and answers below.

Question: Please confirm that all of these requirements listed below and under Section C, Scope of Services must be completed before a temporary employee assigned to the Board of Education begins an assignment:

a. Criminal Background check
b. 5 panel drug screen through a designated health provider
c. State motor vehicle database screening
d. State Sex Offender
e. Fingerprinting completed at the BOE HR and DCF Search
f. State and Federal background checks completed through the State portal

Answer: Yes; all of these are required for a BOE assignment.

Question: Can the City clarify which roles require the most frequent background screenings and if vendors can bill for these separately if actual costs exceed bundled rates?

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

Answer: Administrative Associate 1 and School Secretary.

Question: Are the State and Federal background checks listed under Section C, Scope of Services completed during the Fingerprinting search through the State Portal?
Answer:
CITY HIRES: No - the City uses a 3rd party vendor to perform a comprehensive criminal background check for employees. This is in addition to the fingerprinting required by law for Board of Education assigned employees.
BOARD OF EDUCATION HIRES: Yes, the State and Federal background checks completed for direct hires of the BOE or for City staff serving at a BOE site, such as a school, do include return results of both State and Federal criminal history checks against State and FBI databases. The return reports indicate either a "no records" found indication or a substantive report indicating history. For direct hires of the BOE or for City staff serving at a BOE site such as a school, the BOE has access to an on-site digital fingerprint reader and portal to send/receive fingerprinting results. Vendors serving at a school or BOE site must also provide, through their own provision, results of appropriate checks as outlined in Question 1 above. Vendors to the BOE or City working at a BOE site must fund and complete all background processes.

Question: Current pre-employment costs are approximately $116 per person and are not covered by the City of Waterbury. With the additional requirements listed above, projected costs can go up to $200 per person. Will the City cover any of these fees, or be able to designate services/companies that you want used to get a cost structure?
Answer: The City will not cover costs for any of those fees. There is no requirement to use a specific company for the background checks that are not required by law (E.g., DCF registry).

Question: Will resumes of specific candidates be required as part of the initial proposal, or only general staffing qualifications?
Answer: Please see Section I.2.(c) of the RFP.
.
Question: Could you clarify if the complete screening process will be handled solely by the vendor, or will the City also conduct a final screening before placements?
Answer: Complete process handled by the vendor.

Question: For the pre-employment screenings listed under Section C, Scope of Services, is there a preferred vendor that the City of Waterbury uses for State and Federal background checks that the City would like the staffing service chosen to use?
Answer: No preferred vendor.

Question: For the pre-employment screenings listed under Section C, Scope of Services, is there a preferred vendor that the City of Waterbury uses for the drug/substance screening?

Answer: Concentra Urgent Care, Waterbury, CT.

Question: Could you please confirm if the Certificate of Insurance is required to be submitted with the proposal, or only after the award?
Answer: Certificate of Insurance should be submitted with your proposal.

Question: Could you please confirm if the 'Personnel Listing' on page 7 of the RFP refers to our internal key staff who will be responsible for managing and delivering services under this contract?
Answer: Yes.
Question: Could you please confirm the estimated number of temporary staffing requirements anticipated under this RFP?
Answer: Unknown.

Question: As per our understanding, the forms on pages 13, 14, and 15 are required to be filled only if the vendor is currently conducting business with the City. Vendors without any existing contracts with the City need to complete only the "No Contracts with the City" section. Could you please confirm if this is correct?
Answer: Correct.

Question: As per our understanding, the "Disclosure and Certification Affidavit Regarding Outstanding Obligations to the City of Waterbury" is required only if the vendor has outstanding obligations. Could you please confirm if vendors with no such obligations are not required to complete this form?
Answer: All respondents must fill in all forms in Attachment A.

Question: Could you please confirm if, under Section 4. Cost Schedule, only Attachment E (Price Proposal) is required to be submitted?
Answer: Correct.

Question: As Attachment E is the Price Proposal Form, could you please confirm that this is same as required in Point No. 4 – Cost Schedule?
Answer: Yes.

Question: Please clarify if the Price Proposal needs to be delivered separately in a sealed envelope as mentioned.
Answer: Yes.

Question: Could you please confirm if Attachment E (Price Proposal) needs to be submitted only as one original hard copy and three copies, or should it also be included on the flash drive? /

Please clarify if the City requires Attachment E (Price Proposal) to be submitted on a separate flash drive. / If yes, should we prepare separate files for the Technical Proposal and Cost Proposal on the flash drive
Answer: One hard copy of Attachment E is required as well as an electronic copy on CD or hard drive (a single CD or hard drive with one file with the proposal and a second file with the cost proposal is permitted).

Question: Looking at the sample contract provided under Attachment B, would the City like the Cost Proposal included in the sample contract, being the Cost Proposal is required in a separate folder?
Answer: The Cost Proposal is Attachment E of the RFP document.

Question: For the contract to be provided under Attachment B, are you asking us to use our own separate service agreement or use the sample contract with our business details included?
Answer: Attachment B is a sample of the City's contract form which the winning proposer will need to agree to.

Question: Could you please confirm if points M, N, O, and P in the RFP are not applicable for this solicitation?
Answer: Sections M, N, O and P all indicate "NOT APPLICABLE" in the RFP document.

Question: Is Bid Bond applicable for this Bid? What will the total amount be if a Bond is required?
Answer: Section O. Bid Bond states "NOT APPLICABLE".

Question: Can Waterbury provide an extension on the due date this time? / Would it be possible to consider extending the proposal's submission date as this allows us to prepare a more comprehensive response that fully addresses the City's requirements.
Answer: No.

Question: What is the annual budget? / Could you please confirm if there is an estimated budget or not-to-exceed amount allocated for this RFP?
Answer: None established.

Question: How many vendors will be awarded for this RFP?
Answer: One.

Question: Could you please confirm if there is any flexibility to negotiate the insurance limits outlined in Attachment D?
Answer: There is no flexibility on insurance limits.

Question: Is Waiver of Subrogation a requirement, or would exceptions be considered?
Answer: Yes, the Waiver of Subrogation is required.

Question: What is the budget or past spending for this contract?
Answer: Please see Section C. Scope of Services of the RFP document.

Question: What is the expected timeline for award decision and contract start date after proposal submission?
Answer: As soon as possible after convening a committee and that committee coming to consensus.

Question: Is there an incumbent vendor currently providing these services?
Answer: Jaci Carroll Staffing.

Question: Will their performance be shared with bidders?
Answer: No pain points.

Question: Highlight any challenges or areas where you would like the new vendor to bring improvements?
Answer: No pain points.

Question: Can the City clarify if placements under this contract are eligible for any remote or hybrid work arrangements on a case-by-case basis?
Answer: No remote or hybrid work arrangements will be permitted.

Question: Could you please confirm if only Attachments A and C are required to be submitted with the proposal response, because as mentioned on page 6 of the RFP where proposers are instructed to complete only Attachment C addressed to Mr. McCaffery?
Answer: All Attachment A documents (see F. General Information 2.) and Attachment C must be filled in and submitted with your response.

Question: Could you kindly share the main objective for issuing this RFP?
Answer: The City of Waterbury is seeking a professional personnel staffing services firm to provide local personnel to temporarily fill Education and City vacancies for various administrative and accounting positions when and if the need arises.

Question: Could you please confirm whether prior experience or an existing business presence in the Waterbury area is a mandatory requirement or considered a preferred qualification for proposers?

Answer: Prior experience is mandatory, an existing business presence in Waterbury is preferred.

Question: Can you confirm whether a firm must be physically headquartered in Waterbury, CT, or if it is sufficient to demonstrate a local candidate pool?
Answer: It is not required that a firm be headquartered in Waterbury, the candidate pool should be local.

Question: Connecticut's minimum wage now increases annually based on fluctuating economic factors, making it difficult to project bill rates over a five-year period. Would bill rate adjustments be permitted during the contract term to account for these changes? / With the minimum wage now determined by cost of living per State of Connecticut legal requirements, is there opportunity to raise the bid's rates in light of increasing wages that cannot be predicted until the end of the calendar year?
Answer: Attachment E askes for a baseline cost per year. Mandated minimum wage increases will override baseline cost.

Question: Will there be an opportunity for vendors to adjust rates during the contract period in the case of long-term assignments or market rate shifts?
Answer: No.

Question: Regarding Connecticut's Paid Sick Leave law: this mandate requires employers to provide up to 40 hours of time off per year to qualifying employees. In the event that an employee assigned to the City of Waterbury becomes eligible for this benefit, would it be permitted to bill for sick hours as it is used, or should it be factored into the hourly bill rate?
Answer: Temporary Employees are not eligible for vacation pay or for sick time.

Question: Is there a target number of temporary staff placements the City expects annually, or a projected staffing demand by position?
Answer: There isn't a target number, positions are filled as-needed.

Question: Are vendors permitted to submit pricing for only a subset of the listed positions, and how will this affect the evaluation of their proposal?
Answer: Proposals should include prices for each category.

Question: What is the expected turnaround time for filling a temporary position once a request is made by the City or BOE?
Answer: Immediate.

Question: Are there specific software systems or tools (e.g., timekeeping, applicant tracking) that the selected vendor will need to use or integrate with?
Answer: No.

Question: Will vendors be required to supply temporary employees with any equipment or will the City provide this directly?
Answer: The City will provide equipment needed by Temporary Employees to fulfill the job requirements.

Question: Could you please clarify whether having a proven track record of providing similar services specifically in the Waterbury area is a mandatory requirement for proposers, or would relevant experience with other municipal governments and large employers outside the area also be acceptable?
Answer: All relevant experience will be considered.

Question: If a proposer has prior experience providing similar services specifically within the Waterbury area, will any preference or additional evaluation points be given during the selection process?
Answer: Prior experience will be noted.

Question: Could you please confirm if the candidate pool must be exclusively from the Waterbury area, or would candidates from nearby areas also be acceptable?
Answer: Candidates must be able to arrive to work on schedule and complete assignments.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

JACI CARROLL STAFFING™
Temporary. Permanent

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4. Cost Proposal/Attachment E (see separate envelope)
5. Additional Data and Certifications/Attachment D
6. Flash Drive (see separate envelope)

CONFIDENTIAL

www.jacicarroll.com

Middlebury
751 Straits Turnpike, Suite 3000
Middlebury, CT 06762
P 203-574-4838
F 203-756-9772

Torrington
East Main Street, Suite 101
Torrington, CT 06790
P 203-496-0075
F 860-496-1503

ASA
American Staffing Association

July 15th, 2025

JACI CARROLL STAFFING™
Temporary, Permanent

City of Waterbury
Temporary Professional Staffing Services #8520
Request for Proposal
Mr. Kevin McCaffery
Director of Purchasing
235 Grand Street Room 103
Waterbury, CT 06702

Mr. McCaffery:

Enclosed please find our response to the Request for Proposal to the City of Waterbury Temporary Professional Staffing Services Solicitation #8520.

In this package, per your instructions, you will find one original, three copies and a flash drive with the following information:

1. Proposal Information, an overview of our staff and services, and attached resumes of our professionals assigned to work with the City of Waterbury
2. The Cost Proposal (Attachment E) for the period 7/2025-6/30/2030 in a separate envelope as directed.
3. Attachments A, B & C
4. Additional data required (Attachment D), including certificates of required business insurances, State of Connecticut Certificate for the DAS Supplier Diversity Program, the National Women Business Owner's Corporation (NWBOC) Certificate, and the American Staffing Association Membership Certificate.

Thank you for the opportunity to bid.

Sincerely yours,

Michael Anthony
President

www.jacicarroll.com

Middlebury
751 Straits Turnpike, Suite 3000
Middlebury, CT 06762
P 203-574-4838
F 203-756-9772

Torrington
East Main Street, Suite 101
Torrington, CT 06790
P 203-496-0075
F 860-496-1503

ASA
American Staffing Association

Serving Connecticut since 1976

1. **Proposal Information for RFP #8520**

   a. **Firm Name**: Jaci Carroll Staffing Services, Inc.
   b. **Permanent main office address**:
   751 Straits Turnpike Suite 3000
   Middlebury, CT 06762

   Mailing address:
   PO Box 1525
   Waterbury, CT 06721

   c. **Date firm organized:** 2/2/1976
   d. **Legal Form of ownership:** *S* Corporation in the State of Connecticut
   e. **How many years have you been engaged in services you provide under your present name?** 49 years.
   f. **Names, titles, reporting relationships and background and experience of the principal members of your organization, including officers.**

   1) Eileen Anthony
   Owner
   Daughter of Jaci Carroll, founder and former CEO. Had 16 years of experience at Jaci Carroll Staffing in various administrative, accounting and recruiting functions before acquiring the company in 2023 from former owner Katherine Hanratty-Carr. Has been coming in since on a per diem basis to not only make business decisions with current President Michael Anthony but to assist recruiters with incoming candidates. Has extensive knowledge of the staffing industry and the needs of clients in the Greater Waterbury area.

   2) Michael Anthony
   President
   Has 29 years of experience at Jaci Carroll Staffing Services, with 27 years in sales and operations. Oversees all interoffice staff members on staffing, accounting and client relations. Works closely with Sage Davino Adamski on operations, sales, sourcing and recruiting. He has an MBA and is a Certified Staffing Professional (CSP) by the American Staffing Association.

3) Sage Davino Adamski
Staffing Coordinator
Has 9 years of staffing experience at Jaci Carroll Staffing Services and has been the direct contact/administrator for the City of Waterbury contract since acquiring Bid 7656 as of July 1st, 2023. Additionally the direct contact/administrator for two separate staffing bids with the Town of Wallingford until June 30th, 2026. Efficient with online recruiting and staffing for the administrative sector of our business. Reports directly to President Michael Anthony and works closely with him on operations and recruiting.

4) Dolores Sinotte
Accounting Manager
Has 29 years managing the accounting department at Jaci Carroll Staffing Services. Previously worked within the banking industry for 17 years, where she performed a variety of financial functions, including payroll and compensation. Proficient with payroll, invoicing, and cash management. Reports directly to President Michael Anthony, and works with Harry J. Black CPA of Bowman, Black & Defilio LLC of Cheshire, CT, our outside CPA firm.

5) Meagan Anthony
Business Manager
Granddaughter of Founder Jaci Carroll, third generation family member to be a part of management of the company. Hired to Jaci Carroll Staffing Services in January 2023 after working in the personal finance industry for 10 years. Fills in for Sage Davino Adamski during absences to ensure there are no gaps in staffing for the City of Waterbury and was trained extensively on recruiting requirements and contacts for the city. Works extensively within recruitment, sourcing, client relations, operations, and a variety of financial functions. Reports directly to President Michael Anthony.

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus

Jaci Carroll Staffing Services has been providing employment related services since 1976, when our company was founded in Waterbury, CT. Our founders Jaci Carroll

and Katherine Hanratty-Carr were two of Waterbury's most well-known businesswomen and community leaders. Currently owned by Jaci's daughter Eileen Anthony and her husband Michael Anthony, we are the oldest locally owned and managed staffing service in Central Connecticut under the same ownership and management. We place an average of a thousand of people every year (generating in excess of 1000 W2's annually) in a variety of short and long term, contract and direct hire positions throughout the Central Connecticut region. Our employee and client database of almost 50 years is processed and maintained by Skilmatch Staffing Systems, an industry specific software. We are a Nationally Certified Woman Owned Business by National Women Business Owner's Corporation (NWBOC) and a member of the State of Connecticut Supplier Diversity Program. These certifications are attached in this proposal.

Jaci Carroll Staffing Services is an active member of the Greater Waterbury Chamber of Commerce, the American Staffing Association and the Independent Staffing Alliance. We also believe in being good corporate citizens and locally support: Business Women's Forum of Greater Waterbury, Greater Waterbury Area United Way, Safe Haven of Greater Waterbury, PAL, Mattatuck Museum, Palace Theatre, CT Small Manufacturers Association, CBIA, as well as the Connecticut Community Foundation (formally the Waterbury Foundation) to name a few.

b. Summary of Relevant Experience

Due to our confidential relationships that we are proud to have with our clients, we cannot provide specific project details or contacts. However, many of the Greater Waterbury area's best known companies trust Jaci Carroll Staffing Services with providing unparalleled and consistent staffing services. We count among our long-time customers Webster Bank, Silgan (formally known as Albea and Rexam), Microbest, Thomaston Savings Bank, Torrco (formally known as Torrington Supply) as well as other large and small companies. Additionally, we have been awarded the State of Connecticut DAS Contract for staffing services, two contracts with the Town of Wallingford including their administrative staffing contract, and provide staffing services to the City of Torrington.

Our current contract with the City of Waterbury that we have had since 7/1/2024 has allowed us to place 25 temporary employees under approximately 26 purchase orders, with some of our previous and current employees working the majority or entirety of the contract through the School Business Office in both the public schools and in the Department of Education offices in downtown Waterbury, Inspections, and the Registrar's Office. In the contract with the City of Waterbury that we had

from 7/1/2023-6/30/2024, we placed 29 temporary employees under approximately 35 purchase orders. Before this our contract with the City of Waterbury was from 7/1/2020-6/30/2023; during this contract, we placed approximately 25 temporary employees under approximately 60 purchase orders. All of these employees were vetted and screened in person by a Jaci Carroll staffing coordinator; all placements were completed as soon as possible, some as quickly as 24 hours or less to meet the needs of the City. If an individual placed by Jaci Carroll Staffing is not a fit with the City of Waterbury, they are terminated after hours by a staff member of Jaci Carroll Staffing and are not permitted to be reassigned unless given specific permission by the City.

We currently have 5 temporary employees on our weekly payroll, however during our long-standing working relationship with the City of Waterbury, we regularly have up to 10-13 temporary employees assigned to the City on our payroll. Our current municipal references in the City of Waterbury are as follows:

Stephanie Dunn, Department of Education
Business Office
203-574-8031 Ext. 11231
sdunn@waterbury.k12.ct.us

Teresa Begnal, Registrar's Office
Democratic Registrar
203-574-6754
tbegnal@waterburyct.org

Sandy Gesner, Department of Inspections
203-574-6832
sgesner@waterburyct.org

We additionally have an open contract with both Town of Wallingford's administrative bid as well as their lab technician bid with the Water & Sewer department. Since obtaining the Town of Wallingford contract on 7/1/23, we have supplied 16 temporary employees that have worked primarily in the Tax Collector's office, Assessor's Office and in the Water & Sewer department.

c. Personnel Listing

Due to the confidential relationships that we have with our applicants and employees, and additionally due to the possibility of changing availability of applicants by start of contract, we are unable to provide specific resumes for each classification listed. However, thanks to our 49 years of business we have a protected data base with over 30 years of history for thousands of local applicants, many of which have been previously assigned as temporary employees of the City of Waterbury. We additionally continually recruit for new applicants with the appropriate experience, skillset, and personality for an administrative City of Waterbury temporary position. With each contract we have successfully had with the City, we have primarily filled Administrative Associate I, II, III positions as well as School Secretary and Advanced Administrative Function positions.

Please see Section 1-f where we list President Michael Anthony, Staffing Coordinator Sage Davino Adamski, Accounting Manager Dolores Sinotte, and Business Manager Meagan Anthony's job classifications, skills and expertise. Resumes for Michael Anthony, Sage Davino Adamski and Meagan Anthony, the individuals who will be charged with handling this account, are attached.

Michael Anthony, our acting President, has worked for Jaci Carroll Staffing Services since 1996. He is continually recruiting off site at the Connecticut Department of Labor as well as the local colleges and universities and is proficient at online sourcing of talent for customers at all levels.

Sage Davino Adamski, our staffing coordinator that handles administrative openings throughout the Greater Waterbury area, has worked for Jaci Carroll Staffing Services since 2016. She frequently assists Michael Anthony with offsite recruitment events and job fairs. Sage currently oversees the City of Waterbury 2024-2025 Administrative Contract along with the State of Connecticut DAS contract. She also oversees the Town of Wallingford administrative and lab technician contracts from July 1st, 2023 to June 30th, 2026.

The contact information for Sage Davino Adamski is: sdavino@jacicarroll.com, 203-574-4838 x104. Mike Anthony can be reached at manthony@jacicarroll.com, 203-574-4838 x102. He is also available by cell at (203) 217-1440.

d. Conflict of Interest- not applicable, no conflicts of interest

3. **Statement of Qualifications and Work Plan**

Jaci Carroll Staffing Services pride itself with providing our customers qualified individuals for their staffing needs. All of our administrative employees are skill tested with a computerized testing program called SkillCheck and interviewed personally. Our pre-employment screening for all employees includes reference checking, a 5 panel drug test, and E-Verify. For the City of Waterbury we also process a criminal background check, motor vehicle database check, and employees assigned to the Department of Education are processed with a DCF Search and fingerprinting per our agreement with the City of Waterbury Department of Education. We will be updating our current requirements with the Department of Education to ensure we are compliant with all state mandated screenings, including the State Sex Offender database.

Our website www.jacicarroll.com serves as our electronic brochure and provides you with a general overview of our qualifications, competence and capacity to provide staffing services to the City of Waterbury in conformity with the requirements of the request for proposal. On our website you can read about our highly respected company, services we offer to our customers and our employees as well as employee benefits, which include Essential StaffCARE Medical Plan, 401k and paid sick time for qualifying employees, Direct Deposit, Wisely Pay Card, Paystubs online and more. This website will answer all of the items identified in the request for proposal. We also have our Facebook and LinkedIn pages to keep our customers and employees updated regarding any imperative information.

4. **Cost Schedule:**

Please find the separate envelope marked "Confidential: Cost Proposal" attached as requested.

5. **Information Regarding: Failure to Complete Work, Default and Litigation**
   a. **Have you ever failed to complete any work awarded to you? If so, where and why?** No
   b. **Have you ever defaulted on a contract? If so, where and why?** No
   c. **Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.** No
   d. **Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.** No
   e. **Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.** No

f. **During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.** No

g. **Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?**
No

6. **Exceptions and Alternatives:**

N/A- no exceptions or alternatives needed

7. **Additional Data:** Please find the following certifications attached: (**add Attachments A, B, C & D?**)

1) Attachments A, B, & C. Please note that the Sample Contract provided in Attachment B is not included as it is not a final contract. We have read and will agree to all sections, stipulations, and responsibilities and will sign a final contract when presented.
2) Certificates of Insurance: Worker's Compensation, Employment Professional Liability, General Liability, Bond & Umbrella
3) NWBOC Woman Owned Business Certificate #RCW185053
4) State of CT Diversity Supplier Certificate
5) American Staffing Association Certificate

MICHAEL ANTHONY, PRESIDENT

Waterbury, CT

203-574-4838 Ext. 102

manthony@jacicarroll.com

SUMMARY

Accomplished executive with comprehensive experience leveraging leadership skills to develop and expand a well-established business. Instrumental in managing client accounts, overseeing operations and identifying new business opportunities.

PROFESSIONAL EXPERIENCE

Jaci Carroll Staffing Services Inc. *June 1996-present*

President *January 2023-present*
Vice President of Sales *June 1996-Dec. 2022*

- Oversees client relations for both Middlebury, CT and Torrington, CT offices. Meets frequently with prospective and current clients on site to discuss staffing needs and volume of employees on assignment for clerical, administrative, accounting and/or light industrial operations.
- Acts as local liaison for the company by attending non-profit events, business functions, networking meetings and facilitation of business partnerships with Greater Waterbury businesses, organizations and colleges to advertise Jaci Carroll Staffing Services to both prospective temporary employees and clients.
- Attends employment events and job fairs held by the CT Department of Labor, the Greater Waterbury Chamber of Commerce, and Naugatuck Valley Community College to speak to prospective temporary employees and advertise Jaci Carroll Staffing. Frequently speaks to reporters and appears on local radio to discuss employment opportunities with Jaci Carroll Staffing.
- Manages all operations and staff for both Middlebury, CT and Torrington, CT offices. Supervises staffing coordinators to resolve staffing issues, including workers' compensation claims, client requests for reports, and rare employee complaints. Additionally supervises accounting department in weekly payroll for hundreds of temporary employees per week, accounts payables and receivables, and year end accounting functions.

EDUCATION

Bowling Green State University *1980-1986*
Master's in Business Administration, 1986
Bachelor's Degree, 1984

Sage Davino Adamski

Phone (Office): 203-574-4838 Ext. 104 • E-Mail: sdavino@jacicarroll.com

Profile: Enthusiastic, hardworking individual with nine years of administrative experience within the staffing industry, and three years of full cycle recruitment experience within the staffing industry.

Work Experience

Jaci Carroll Staffing, Waterbury CT. **June 2016- present**

Staffing Coordinator/Recruiter ***Jan 2022-present***

- Recruits for both short-term and permanent openings given by clients for administrative and accounting functions. Regularly screens candidates over the phone as well as conducting in person interviews to determine if the applicant's requirements and capabilities match the current needs of openings sent by clients.
- Screen resumes submitted to Jaci Carroll Staffing by email and website submission as well as conduct daily searches on recruitment websites like LinkedIn and Indeed for potential candidates to fill open positions.
- Arrange Zoom, phone and in-person interviews between clients and candidates after evaluating qualifications and obtaining references from previous employers.
- Coordinate the company's social media platforms (Facebook, LinkedIn) and regularly post job openings on the company website, recruiting sites and social media pages. Improved social media influence and activity by 150% in the past nine years.
- ●ffer contract, contract to hire and direct hire openings to vetted applicants. Schedule preliminary appointments to complete 5 panel drug testing, background checks, I-9 Form completion and E-Verify, and any other additional preliminary requirements expected by clients for prospective employees to complete, including searches within the DCF online database and completion of CT Criminal History System search required for Department of Education positions within the State of Connecticut.
- Certified to conduct employee identification verification through E-Verify, the Department of Homeland Security's database. Currently receiving Certified Staffing Professional Certification through the American Staffing Association.
- Part of an essential, interoffice team to complete confidential bids for contracts with local municipalities since 2018.

Administrative Support ***June 2016-Dec. 2021***

- Scheduled appointments for incoming applicants and employees to meet with the appropriate staffing coordinator. Rescheduled and/or canceled appointments when necessary and ensured the flow of the front office.
- Worked one on one with applicants through the application process, including tax forms, health insurance forms, and payroll paperwork, and entered their confidential information into our software database.
- Provided vital support to staffing department as well as administrative assistance to all executive members of the staff, including the President and Vice President of the company.
- Assisted the Executive staff with travel plans, creating official company documents and contracts through Microsoft Word and Excel, and running errands if needed.
- Provided excellent customer service to customers, applicants, and employees in person as well as over the phone.

Hofstra University Hempstead, NY *Student Office Assistant* **Jan 2015-Dec 2015**

- Provided assistance to the faculty, staff and department chair at the Department of Global Studies and Geography.
- Answered any incoming questions and inquiries from students currently enrolled within the department as well as students interested in the coursework the department had to offer.
- Worked with multiple departments throughout the university by delivering appropriate paperwork on a weekly basis.
- Utilized Microsoft Office and Adobe Photoshop in creating and editing flyers, documents and photos to advertise the department.
- Coordinated the department's social medial pages to inform students of upcoming events, classes and other crucial information.
- Scheduled fellow student workers under the supervision of the Office Manager for the Spring and Summer semesters in accordance with the office hours and with student employment regulations set in place by Hofstra University.

Jaci Carroll Staffing, Waterbury CT. *Temporary Secretary/Data Entry Assistant* **Jan 2014- Feb 2016**

- Assigned to various positions throughout the city of Waterbury during the summer and winter sessions, including the City of Waterbury's Department of Education and the Saint Mary's Hospital Foundation.
- Duties with the City of Waterbury included: restructuring filing systems, assisting employees of the City of Waterbury with various tasks, assisting parents of students, preparing events, and gaining valuable information about public work.
- Duties with Saint Mary's Foundation included: worked extensively with Silent Auction Pro, Microsoft Excel, and Microsoft Publisher to organize, categorize, and publicize the donations and items going into the Silent Auction. Also set up the event and monitored the Silent Auction on the night of the fundraiser.

Educational Background

Hofstra University: Hempstead, NY. 2012-2016.

Studied in both the Sociology and Global Studies and Geography Departments

Honors/Awards: Dean's List (6 semesters). Firestone Fellowship (Summer 2015). Member of Alphi Phi Omega (2014-2016). Member of Gamma Theta Upsilon (Spring 2016)

Skills

- Microsoft Office, including Word, Excel, Outlook and Powerpoint.
- 66 WPM with 98% accuracy.
- Certified to conduct employment verifications through E-Verify.
- ATS with SkilMatch Staffing Software. VMS with Beeline and Launch Software Systems.
- Silent Auction Pro Software.

Meagan Anthony

140 Westridge Drive
Waterbury, CT 06708
(203) 706 – 9078
Meagan.anthony@jacicarroll.com

Business Manager February 2023-Present
Jaci Carroll Staffing Services Inc.

- Observe various departments within the company, specifically accounting, payroll, and recruiting for clerical and administrative roles.
- Learning different methods to complete tasks associated with business operations.
- Screen resumes and speak with applicants in person or over the phone to assess their skill levels.
- Support the staffing coordinators and administrative staff with the pre-employment screening process. This process includes assisting applicants with federal and state required paperwork, drug testing, background check and general paperwork assistance. Certified to complete verifications through E-Verify, an online database with the Department of Homeland Security.
- Work with both temporary and permanent applicants as well as clients in person and over the phone.
- Trained with the accounting department to process accounts receivable transactions, accounts payable transactions, and general ledger journal entries.

Registered Sales Assistant August 2014 – January 2023
Main Street Financial Group, LLC

- Ensure effective transaction processing by inputting trade orders, submitting documentation to the Main office, and monitoring the required steps which follow.
- Establish new accounts for customers by inputting the information into the Pershing system and creating a hard-copy file.
- Provide information to clients regarding account activity, market quotations, trade transactions, etc.
- Maintain client files by ensuring that relevant documents are maintained.
- Interfacing with clients and maintaining relationships by assisting clients with all their day to day inquiries.
- Participate in prospecting for new clients. Develop good relationships with existing clients. If registered, may assist broker by taking client orders. Create and maintain client database

Deposit Operations Coordinator June 2014 – August 2014
Webster Bank

- Process a variety of complex detailed transactions for the Monetary Department.
- Encode temporary checks as requested from branches providing account numbers, names, and applicable fees.
- Create certified bank checks per request by the IRA, Attachment, and Bank Operations Departments.
- Through intranet software OneTouch Sales and Service, close-out CD, IRA, and accounts exhibiting suspicious activity.
- Process subpoena requests concerning confidential information such as account presence and ability to pay creditors.

Marketing and Event Planning Intern January 2014-May 2014
Seamen's Church Institute of Newport

- Created and published custom monthly newsletters with Constant Contact.
- Wrote press releases featured in local media outlets *Newport Daily News* and *Newport This Week.*
- Developed, managed and implemented event details including vendor participation.
- Conducted research to compile a new member's benefit package for donors.

Float Representative (Teller) Summer 2012 and 2013
Webster Bank

- Provided customers with exceptional service through counter-based transactions reinforcing the Webster brand.
- Processed customer transactions and responded to product and service inquires in a responsible, timely and accurate manner.
- Modeled behavior consistent with Webster Sales and Service Process utilizing Trust-Based Relationship Sales techniques.
- Contributed to branches successful achievement of all sales goals and customer service standards.

Education:

Salve Regina University, Newport, RI
Bachelor of Science in Financial Management
GPA: 3.5; Graduated May 2014 Deans List

Watertown High School, Watertown, CT
High Academic Honors Graduated 2010 top 5% of Class

Certifications:

Series 7 - General Securities Representative Exam	3/17/2015-1/1/2023	(Paused)
SIE-Securities Industry Essentials Examination	10/1/2018-1/1/2023	(Paused)

Computer Skills:

PC skills including Microsoft: Word, Excel, PowerPoint, Data Entry and Email
Proficient in software Stock-Trak Global Portfolio Simulations, that allows for users to hypothetically trade securities and track movements given actual market fluctuations.

FILL IN AND RETURN WITH YOUR SUBMISSION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Temporary Staffing
(Service or Commodity Covered by Contract)

July 1, 2024 to June 30th 2025
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

I have read and agree to the above certification.

Jaci Carroll Staffing
(Name of Company, if applicable)

Michael Anthony
Signature of Individual (or Authorized Signatory)

7/11/23
Date

Michael Anthony President
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Certification

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

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

Full Legal Name and address of Recipient, Vendor, or Contractor: Jaci Carroll Staffing Inc. 715 Straits Turnpike Suite 300C Middlebury, CT 06762

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: 7/11/25

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

State of Connecticut

SS.: 050-52-3165

County of New Haven:

Michael Antinozzi, being first duly sworn, deposes and says that:

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

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Sage Adamski	Staff Coor.			5/4/94
2 Meagan Anthony	Bus Mgr			10/10/92
3 Michael Anthony	Pres.			2/21/62
4				

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

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

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

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

Organization Name	Address	Type of Ownership
1		None.
2		
3		
4		

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

	Name	Title	DOB	Stock %
1	None			
2				
3				
4				

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Witness

Name of Corporate Signatory

151 Straits Turnpike Suite 308.
Address of Business
Middlebury CT 06708

Affix Corporate Seal

By: _____
Name of Authorized Corporate Officer

Its: President
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

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

State of Connecticut)

) SS

County of New Haven)

Michael Anthony being duly sworn, staffing serv.

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

Subscribed and sworn to before me this 11th day of July 2025.

A Virella
(Notary Public)

My Commission Expires: _____

Ashley Virella
Notary Public-Connecticut
My Commission Expires
January 31, 2026

CORPORATE RESOLUTION

I, Michael Anthony, hereby certify that I am the duly elected and acting ~~Secretary~~ President of Jaci Carroll Staffing, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, N/A.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Jaci Carroll Staffing corporation this 11 day of July, 2025.

Secretary President

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

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

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

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

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

1 Michael Anthony 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

06-106-5435
Social Security Number
or Federal Identification Number

Jaci Carroll Staffing
Signature of Individual or Corporate Name

Michael Anthony
Corporate Officer
(if applicable)

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

Name Michael Anthony/
By: President Jaci Carroll Staffing
(Title)
Business Address: 751 Straits Turnpike Suite 3088
(City, State, Zip Code)
Middlebury, CT 06762

Phone: 203-574-4838
Email: manthony@jacicarroll.com
Date: 7/11/25

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2025

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

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

PRODUCER Acrisure LLC 1265 Drummers Lane, Suite 300 Wayne PA 19087	**CONTACT NAME:** Tim Trusk **PHONE (A/C, No, Ext):** 866-282-9742 **FAX (A/C, No):** 610-995-0105 **E-MAIL ADDRESS:** MidAtlanticCerts@acrisure.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED JACICAR-01 Jaci Carroll Staffing Services Michael Anthony 751 Straits Turnpike, Ste 3000 Middlebury CT 06762	

COVERAGES **CERTIFICATE NUMBER:** 1782016043 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2588371-003	8/4/2024	8/4/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2588371-003	8/4/2024	8/4/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ $10,000			PHUB876782-003	8/4/2024	8/4/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC343473523	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A A	Professional Liability EPLI Crime			PHPK2588371-003 PHPK2588371-003 PHPK2588371-003	8/4/2024 8/4/2024 8/4/2024	8/4/2025 8/4/2025 8/4/2025	Limit Limit Limit	$1M occ /$2M agg $2M occ /$2M agg $1,000,000

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

Alternate Employer Endorsement applies on the Workers Compensation policy when required by written contract.
Waiver of Subrogation is issued in favor of the Certificate Holder with regard to Workers' Compensation as permitted by law and when required by written contract.
The City of Waterbury and its Board of Education is listed as an additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street
Waterbury CT 06702

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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July 15th, 2025

CONFIDENTIAL

City of Waterbury
Temporary Professional Staffing Services #8520
Request for Proposal
Mr. Kevin McCaffery
Director of Purchasing
235 Grand Street Room 103
Waterbury, CT 06702

Mr. McCaffery:

Enclosed please find our Cost Proposal (Attachment E) for the period 7/2025-6/30/2028, including the additional years of 7/1/2028-6/30/2030.

We would like to note that the City of Waterbury is a deeply respected client of Jaci Carroll Staffing, and as a local business that supports the community in Waterbury we are proud to have the opportunity to provide services to the City for professional staffing for over 20 years. We have always provided discounted rates to the City as a long-standing client; however we did have to update our current rates with the City to reflect the following financial constraints:

1. These rates reflect the potential increases that may occur with Connecticut's Economic Indicator Adjustment for the state minimum wage, which is currently $16.35/hr effective January 1st, 2025. Please note we have absolved costs that go with the mandated minimum wage increases the past two contract years with the City of Waterbury to adhere to legal requirements.
2. These rates include all costs associated with the mandated pre-employment screening requirements, which include: criminal background checks, a 5 panel drug screening completed at Concentra in Waterbury ($97 per person), and all requirements for employees assigned with the Board of Education, including the legally mandated Fingerprint Search with the CT Criminal History System ($90.90 per person), the City of Waterbury processing fee ($25 per person), and a State Sex Offender database screening ($7.50 per person with our third party provider). We do ask that we are separately billed for the City of Waterbury processing fee instead of requesting our employees bring a money order to complete Fingerprinting.
3. Finally, these rates reflect all costs associated with contract staffing as well as adjusting to legally mandated requirements put in place by the State of Connecticut, including the CT Paid Sick Leave Amendment, which requires all long-term employees to receive up to 40 hours of paid sick time per calendar year. We will absolve all costs for any employees assigned to the City of Waterbury requesting sick time, as we have been since this Amendment went into effect on January 1st, 2025.

As a team, we have done our best to assist the City of Waterbury and provide as competitive a rate as possible to a long-term client. Should you have any questions, please feel free to reach out to us at your convenience. Thank you once more for the opportunity to bid and to continue working with the City of Waterbury.

CONFIDENTIAL

REQUEST FOR PROPOSAL
#8520
BY
THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services

ATTACHMENT E
COST PROPOSAL

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: 07/14/2025

Kevin McCaffery

Director of Purchasing

City of Waterbury

235 Grand Street

Waterbury, CT 06702

Sir:

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

Jaci Carroll Staffing **(Print or Type Company/Corporate Name)**

751 Straits Turnpike Suite 3000 **(Print or Type Business Address)**
Middlebury, CT 06762

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

[Proposal continued on following page]

CONFIDENTIAL

REQUEST FOR PROPOSAL
#8520
BY THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services
ATTACHMENT E
COST PROPOSAL

ITEM DESCRIPTION	July 2025-June 30, 2026 **YEAR ONE** PER HOUR COST	July 1, 2026-June 30, 2027 **YEAR TWO** PER HOUR COST	July 1, 2027-June 30, 2028 **YEAR THREE** PER HOUR COST
ADMINISTRATIVE ASSOCIATE 1	$23.94	$25.39	$26.70
ADMINISTRATIVE ASSOCIATE 2	$24.63	$26.01	$27.39
ADMINISTRATIVE ASSOCIATE 3	$25.32	$26.70	$28.08
SCHOOL SECRETARY	$24.63	$26.01	$27.34
ADVANCED ADMINISTRATIVE FUNCTIONS	$ 30.23	$ 31.62	$ 33.01
ACCOUNTANT 1	$31.62	$3301	$34.40
ACCOUNTANT 2	$33.01	$34.40	$35.79
ACCOUNTANT 3	$37.18	$38.57	$39.96
BENEFITS ASSISTANT	$30.23	$31.62	$33.01
BENEFITS ANALYST	$35.79	$37.18	$38.57
RETIREE BENEFITS SPECIALIST	$41.35	$42.74	$44.13
APPLICATIONS ADMINISTRATOR	$35.79	$37.18	$38.57
BUSINESS ANALYST	$35.79	$37.18	$38.57
HR ASSISTANT	$27.45	$28.84	$30.23
HR GENERALIST	$41.35	$42.74	$44.13
CUSTOMER SERVICE REP	$24.81	$26.20	$27.59
PAYROLL CLERK 1	$25.50	$26.89	$28.28
PAYROLL CLERK 2	$26.20	$27.59	$28.98
PARALEGAL	$30.23	$31.62	$33.01

[Proposal continued on following page]

CONFIDENTIAL

REQUEST FOR PROPOSAL
#8520
BY
THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services

ATTACHMENT E
COST PROPOSAL

ITEM DESCRIPTION	July 1, 2028-June 30, 2029 **OPTION YEAR ONE** PER HOUR COST	July 1, 2029- June 30, 2030 **OPTION YEAR TWO** PER HOUR COST
ADMINISTRATIVE ASSOCIATE 1	$ 28.08	$ 29.46
ADMINISTRATIVE ASSOCIATE 2	$ 28.77	$ 30.15
ADMINISTRATIVE ASSOCIATE 3	$ 29.46	$ 30.84
SCHOOL SECRETARY	$ 28.77	$ 30.15
ADVANCED ADMINISTRATIVE FUNCTIONS	$ 34.40	$ 35.79
ACCOUNTANT 1	$ 35.79	$ 37.18
ACCOUNTANT 2	$ 37.18	$ 38.57
ACCOUNTANT 3	$ 41.35	$ 42.74
BENEFITS ASSISTANT	$ 34.40	$ 35.79
BENEFITS ANALYST	$ 39.96	$ 41.35
RETIREE BENEFITS SPECIALIST	$ 45.52	$ 46.91
APPLICATIONS ADMINISTRATOR	$ 39.96	$ 41.35
BUSINESS ANALYST	$ 39.96	$ 41.35
HR ASSISTANT	$ 31.62	$ 33.01
HR GENERALIST	$ 45.52	$ 46.91
CUSTOMER SERVICE REP	$ 28.98	$ 30.37
PAYROLL CLERK 1	$ 29.67	$ 31.06
PAYROLL CLERK 2	$ 30.37	$ 31.76
PARALEGAL	$ 34.40	$ 35.79

66 1016 5435
Social Security Number
or Federal Identification Number

Jaci Carroll Staffing
Signature of Individual or
Corporate Name

Jaci Carroll Staffing
Company Name

Corporate Officer

(if applicable)

[Proposal continued on following page]

By: President
(Title)
751 Straits Turnpike Suite 3002
(Business Address)
Middlebury, CT 06762
(City, State, Zip Code)

Date: 7/11/25

Email: manthony@jaciarroll.com

END OF ATTACHMENT E

State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This certifies

Jaci Carroll Staffing Services, Inc.

751 Straits Turnpike Ste 3000 Middlebury CT 06762

as a

Woman Owned
Small/Minority Business Enterprise

December 13, 2024 through December 13, 2026

Owner(s):	Eileen Hanratty Anthony		
Contact:	Eileen Hanratty Anthony	**Telephone:**	(203) 574-4838 Ext:
		Fax:	(203) 756-9772
Email:	dsinotte@jacicarroll.com	**Web Address:**	www.jacicarroll.com
***Affiliated Businesses:**			

Products & Services: A Full Service Staffing Company Offering A Full Spectrum Of Staffing Solutions To Connecticut Companies For Over 30 Years From Two (2) Convenient Locations.

Supplier Diversity Director

Supplier Diversity Specialist

*A contractor awarded a contract or a portion of a contract under this section shall not subcontract with any person with whom the contractor is affiliated.

[redacted] NWBOC [redacted] WWW.NWBOC.ORG

WBE25187
CERTIFICATION NUMBER

03/18/28
EXPIRATION DATE

Certifies that:

Jaci Carroll Staffing Services, Inc.

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER
Board Chair, NWBOC

561320
NAICS Code(s)

03/19/25
Date

WWW.NWBOC.ORG
INFO@NWBOC.ORG | 800-794-6140 | 401 HALL ST. SW, SUITE 112G GRAND RAPIDS, MI 49503

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

MEMBER OF THE AMERICAN STAFFING ASSOCIATION

ASA hereby certifies that

Jaci Carroll Staffing Services Inc.

is a member of ASA in good standing and agrees to abide by the ASA Code of Ethics and Good Practices

2025

ASA President & CEO

January 1, 2025

Date

American Staffing Association

JACI CARROLL STAFFING™
Temporary, Permanent

August 8th, 2025

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

Dear Mr. McCaffery,

We appreciate the opportunity given to us by the RFP Selection Committee to revise our Cost Proposal rates.

The bill rates we proposed for the period 7/2025-6/30/2028, including the additional years of 7/1/2028-6/30/2030, were determined by the compilation of pay rates, payroll burden, and overhead. We additionally had to consider: the minimum wage increases that may occur with Connecticut's Economic Indicator Adjustment for the state minimum wage, which is currently **$16.35/hr** effective January 1st, 2025; all costs associated with the mandated pre-employment screening requirements for all employees assigned through both the City of Waterbury's Department of Education as well as other city departments, which have almost doubled; and other legally mandated requirements put in place by the State of Connecticut, including the CT Paid Sick Leave Amendment.

Due to the increased demand, we have discounted our proposed rates for Administrative Associate I, Administrative Associate II, Administrative Associate III and School Secretary at a lower rate, as well as discounting our proposed rates for all other classifications. As a team, we looked to see where we can assist the City of Waterbury and provide a more competitive rate to our long-term client. Please see the attached revised cost proposal as requested for your consideration. Should you have any questions, please feel free to reach out to us at your convenience. Thank you once more for the opportunity to continue working with the City of Waterbury.

Kindest regards,

Michael Anthony
President
Attachment: 1

www.jacicarroll.com

Middlebury
751 Straits Turnpike, Suite 3000
Middlebury, CT 06762
P 203-574-4838
F 203-756-9772

Torrington
East Main Street, Suite 101
Torrington, CT 06790
P 203-496-0075
F 860-496-1503

ASA
American Staffing Association

REQUEST FOR PROPOSAL
#8520
BY THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services
ATTACHMENT E
COST PROPOSAL

ITEM DESCRIPTION	July 2025-June 30, 2026 **YEAR ONE** PER HOUR COST	July 1, 2026-June 30, 2027 **YEAR TWO** PER HOUR COST	July 1, 2027-June 30, 2028 **YEAR THREE** PER HOUR COST
ADMINISTRATIVE ASSOCIATE 1	$23.76	$25.13	$26.50
ADMINISTRATIVE ASSOCIATE 2	$24.45	$25.82	$27.14
ADMINISTRATIVE ASSOCIATE 3	$25.13	$26.50	$27.87
SCHOOL SECRETARY	$24.45	$25.82	$27.14
ADVANCED ADMINISTRATIVE FUNCTIONS	$ 30.01	$ 31.39	$ 32.77
ACCOUNTANT 1	$31.39	$32.77	$34.15
ACCOUNTANT 2	$32.77	$34.15	$35.53
ACCOUNTANT 3	$36.91	$38.29	$34.67
BENEFITS ASSISTANT	$30.01	$31.39	$32.77
BENEFITS ANALYST	$35.53	$36.91	$38.29
RETIREE BENEFITS SPECIALIST	$41.05	$42.43	$43.81
APPLICATIONS ADMINISTRATOR	$35.53	$36.91	$38.29
BUSINESS ANALYST	$35.53	$36.91	$38.29
HR ASSISTANT	$27.25	$28.63	$30.01
HR GENERALIST	$41.05	$42.43	$43.81
CUSTOMER SERVICE REP	$24.63	$26.01	$27.39
PAYROLL CLERK 1	$25.32	$26.70	$28.08
PAYROLL CLERK 2	$26.01	$27.39	$28.77
PARALEGAL	$30.01	$31.39	$32.77

[Proposal continued on following page]

REQUEST FOR PROPOSAL
#8520
BY
THE CITY OF WATERBURY
EDUCATION AND CITY HUMAN RESOURCES DEPARTMENTS
Temporary Professional Staffing Services

ATTACHMENT E
COST PROPOSAL

ITEM DESCRIPTION	July 1, 2028-June 30, 2029 **OPTION YEAR ONE** PER HOUR COST	July 1, 2029- June 30, 2030 **OPTION YEAR TWO** PER HOUR COST
ADMINISTRATIVE ASSOCIATE 1	$ 27.87	$ 29.34
ADMINISTRATIVE ASSOCIATE 2	$ 28.56	$ 29.93
ADMINISTRATIVE ASSOCIATE 3	$ 29.24	$ 30.61
SCHOOL SECRETARY	$ 28.56	$ 29.93
ADVANCED ADMINISTRATIVE FUNCTIONS	$ 34.15	$ 35.53
ACCOUNTANT 1	$ 35.53	$ 36.91
ACCOUNTANT 2	$ 36.91	$ 38.24
ACCOUNTANT 3	$ 41.05	$ 42.43
BENEFITS ASSISTANT	$ 34.15	$ 35.53
BENEFITS ANALYST	$ 39.67	$ 41.05
RETIREE BENEFITS SPECIALIST	$ 45.19	$ 46.57
APPLICATIONS ADMINISTRATOR	$ 39.67	$ 41.05
BUSINESS ANALYST	$ 39.67	$ 41.05
HR ASSISTANT	$ 31.39	$ 32.77
HR GENERALIST	$ 45.19	$ 46.57
CUSTOMER SERVICE REP	$ 28.77	$ 30.15
PAYROLL CLERK 1	$ 29.46	$ 30.84
PAYROLL CLERK 2	$ 30.15	$ 31.53
PARALEGAL	$ 34.15	$ 35.53

06 106 5435
Social Security Number
or Federal Identification Number

Jaci Carroll Staffing Inc
Signature of Individual or
Corporate Name

Jaci Carroll Staffing Inc
Company Name

Corporate Officer

(if applicable)

[Proposal continued on following page]

By: President
(Title)
751 Straits Turnpike Suite 3000
(Business Address)
Middlebury CT 06762
(City, State, Zip Code)

Date: 8/6/25

Email: manthony@jaciarroll.com

END OF ATTACHMENT E

#7

Waterbury Board of Education

FY2024-2025

Final
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	FINAL EXPENDITURE	CURRENT BALANCE
Salaries					
511101	Administrators	$11,652,029	$10,659,804	$10,777,884	($118,080)
511102	Teachers	$41,409,063	$37,302,136	$36,705,000	$597,136
511104	Superintendent	$454,426	$304,426	$287,129	$17,297
511106	Early Incentive Certifiied	$796,084	$899,705	$1,372,677	($472,972)
511107	Certified Coaches	$770,000	$770,000	$798,130	($28,130)
511108	School Psychologists	$1,203,749	$846,832	$808,209	$38,623
511109	School Social Workers	$2,311,147	$2,151,850	$2,112,893	$38,957
511110	Speech Pathologists	$2,462,183	$2,496,959	$3,015,520	($518,561)
511111	Assistant Superintendent	$173,250	$173,250	$173,250	$0
511113	Extra Compensatory Stipend	$105,000	$105,000	$140,539	($35,539)
511201	Non-Certified Salaries	$2,918,541	$2,948,973	$2,906,019	$42,954
511202	Clerical Wages	$1,286,958	$1,292,022	$1,061,813	$230,209
511204	Crossing Guards	$391,528	$382,443	$449,254	($66,811)
511206	Educational	$450,000	$387,164	$315,729	$71,435
511212	Substitute Teachers	$350,000	$350,000	$414,425	($64,425)
511217	Library Aides	$207,477	$207,477	$148,388	$59,089
511219	School Clerical	$2,338,476	$2,325,853	$2,194,915	$130,938
511220	Fiscal Administration	$796,195	$796,195	$566,928	$229,267
511222	Transportation Coordinator	$210,967	$210,967	$211,778	($811)
511223	Office Aides	$180,000	$180,000	$156,229	$23,771
511225	School Maintenance Non-Certified	$2,563,557	$2,437,784	$2,449,939	($12,155)
511226	Custodians Non-Certified	$6,110,510	$5,629,847	$5,877,843	($247,996)
511227	Overtime - Outside Activities	$245,000	$245,000	$372,564	($127,564)
511228	Paraprofessionals	$9,570,536	$9,910,014	$10,073,705	($163,691)
511229	Bus Duty	$265,000	$265,000	$257,147	$7,853
511232	Attendance Counselors	$129,458	$129,458	$123,905	$5,553
511233	ABA Behaviorial Therapist	$1,426,252	$843,848	$859,875	($16,027)
511234	Interpreters	$201,986	$201,986	$149,127	$52,859
511236	Snow Removal	$0	$0	$71,960	($71,960)
511650	Overtime	$640,000	$640,000	$1,016,315	($376,315)
511653	Longevity	$5,620	$5,620	$6,835	($1,215)
511700	Extra Police Protection	$943,423	$943,423	$1,005,455	($62,032)
511800	Vacation and Sick Term Payout	$120,055	$416,434	$315,897	$100,537
522501	Health Insurance-General	$10,000,000	$10,000,000	$10,000,000	$0
529001	Car Allowance	$75,000	$115,032	$114,911	$121
529003	Meal Allowances	$15,000	$15,517	$15,517	$0
Subtotal Salaries		**$102,778,470**	**$96,590,019**	**$97,327,704**	**($737,686)**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	FINAL EXPENDITURE	CURRENT BALANCE
Purchased Services					
533000	Professional Services	$4,200,000	$4,472,514	$4,472,133	$380
533009	Evaluation	$2,500	$0	$0	$0
533020	Consulting Services	$406,658	$394,785	$389,723	$5,062
533100	Auditing	$62,000	$57,500	$57,500	$0
539005	Sporting Officials	$25,000	$25,000	$25,000	$0
539008	Messenger Service	$33,600	$33,862	$33,862	$0
543000	General Repairs & Maintenance	$1,288,000	$2,032,341	$1,276,273	$756,068
543011	Maintenance - Service Contracts	$975,000	$1,005,719	$969,080	$36,639
544002	Building Rental	$587,642	$589,006	$589,006	$0
545002	Water	$250,000	$250,000	$259,639	($9,639)
545006	Electricity	$3,000,000	$4,098,100	$4,096,766	$1,334
545013	Security/Safety	$100,000	$56,311	$56,311	$0
551000	Pupil Transportation	$18,790,000	$20,505,423	$20,505,423	$0
553001	Postage	$45,000	$45,000	$42,988	$2,012
553002	Telephone	$200,000	$229,490	$228,983	$507
553005	Wide-area Network (SBC)	$93,600	$77,500	$75,483	$2,017
556055	Tuition - Outside	$16,000,000	$17,157,738	$17,114,796	$42,942
556056	Purchased Service - Outside	$3,000,000	$3,384,024	$3,675,143	($291,119)
557000	Tuition Reimbursement	$10,000	$35,465	$35,465	$0
558000	Travel Expenses	$5,000	$384	$384	$0
559001	Advertising	$32,500	$10,330	$10,330	$0
559002	Printing & Binding	$23,000	$23,000	$15,236	$7,764
559104	Insurance - Athletics	$21,700	$19,851	$19,851	$0
Subtotal Purchased Services		**$49,151,200**	**$54,503,344**	**$53,949,376**	**$553,968**
Supplies/Materials					
561100	Instructional Supplies	$1,612,104	$1,206,396	$1,142,956	$63,440
561200	Office Supplies	$75,590	$51,025	$49,627	$1,398
561204	Emergency/Medical Supplies	$2,000	$2,000	$0	$2,000
561210	Intake Center Supplies	$3,500	$2,848	$2,848	$0
561211	Recruitment Supplies	$50,000	$49,000	$26,265	$22,735
561212	Medicaid Supplies	$8,000	$8,000	$5,006	$2,994
561501	Diesel	$173,736	$146,329	$145,111	$1,218
561503	Gasoline	$210,667	$240,574	$231,167	$9,407
561505	Natural Gas	$2,000,000	$1,825,000	$1,773,240	$51,760
561507	Janitorial Supplies	$375,000	$373,461	$373,461	$0
561508	Electrical Supplies	$50,000	$47,657	$47,657	$0
561509	Plumbing Supplies	$100,000	$98,233	$98,233	$0
561510	Building & Ground Supplies	$220,000	$216,852	$216,990	($139)
561511	Propane	$404,688	$326,561	$286,592	$39,969
567000	Clothing Supplies	$40,000	$45,162	$45,162	$0
567001	Crossing Guard Uniforms	$2,000	$1,891	$1,891	$0
569010	Recreational Supplies	$15,000	$11,906	$11,906	$0
569029	Athletic Supplies	$137,895	$137,065	$137,065	$0
Subtotal Supplies/Materials		**$5,480,180**	**$4,789,959**	**$4,595,178**	**$194,781**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	FINAL EXPENDITURE	CURRENT BALANCE
Property					
575008	Furniture-Misc.	$15,000	$9,039	$9,039	$0
575200	Office Equipment	$155,000	$154,285	$154,251	$34
575408	Plant Equipment	$40,000	$39,051	$39,051	$0
Subtotal Property		**$210,000**	**$202,375**	**$202,341**	**$34**
Other/Miscellaneous					
589021	Mattatuck Museum	$12,000	$11,980	$11,980	$0
589034	Board of Ed Commissioners	$20,700	$22,946	$22,946	$0
589036	Emergency Fund	$9,450	$9,405	$9,405	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0
589201	Mileage	$10,000	$15,367	$14,510	$857
589205	Coaches Reimbursements	$3,000	$4,100	$3,814	$286
589900	Dues & Publications	$65,000	$33,950	$33,950	$0
591002	Transfer to Sinking Fund	$0	$1,513,696	$1,513,696	$0
591004	Athletic Revolving Fund	$135,000	$177,860	$177,860	$0
Total Other/Miscellaneous		**$755,150**	**$2,289,304**	**$2,288,161**	**$1,143**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$158,362,759**	**$12,241**
Other Additional Funding					
	Alliance Non-Reform/Reform	**$57,684,387**	**$57,684,387**	**$57,684,387**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$500,000
Total Additional Funding		**$61,309,387**	**$61,309,387**	**$57,684,387**	**$3,625,000**
					$0
GRAND TOTAL ALL FUNDING		**$219,684,387**	**$219,684,387**	**$216,047,146**	**$3,637,241**

#9

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, September 4, 2025**
BOARD MEETING: **Thursday, September 16, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
K. Yamashita-Iverson	Maloney café: Wednesday, Sept. 3rd 5:30 – 7:30 pm (Maloney PTO meeting)
Dr. Boatright	WAMS atrium & 1 rm.: Wednesday, October 8th 8am – 3pm (PD for school Counselors)
A Magliaro	WAMS dance studio: 2nd and 4th Tuesday every month 2:00 – 3:30pm (Spirit Club)
W.C.E.A.	Rotella café/aud.: Thursday, Sept. 11th 5:30 – 8:00pm (White Collar Union membership meeting)
M. Rocco	W. Cross café: Tuesday, Sept. 16th 5:30 – 8:00pm (PTO meeting & Attendance meeting)
M. Cuevas	Walsh gym/café: Wednesday, Sept. 24th 5:00-7:00pm (Hispanic Heritage month dinner)
L. Young	Career Academy café: Saturday, Oct. 18th 9:00am – 12:00pm (monthly Chapter Links, Inc. meeting)
S. Griffin	Crosby aud.: Tues., Dec. 9th 2:00-3:30pm practice and Thurs., Dec. 11th 2:00-9:00pm (Winter Concert Performance) Crosby aud.: Tues. April 28th 2:00-4:00pm practice and Thurs., April 30th 2:00-9:00pm (Spring Concert Performance)
M. Neff	Career Academy office area: Saturday, Sept. 13th 9am – 3pm (senior portraits)
D. Wallace	Rotella comm. Rm.: 2025-2026 school year 7:35am – 8:35am (Before Care Program)
UCONN K. Shirshac	West Side M/S rm. A285: Wednesdays 8/27/25 – 5/6/2026 4:00-8:15 pm (Administrator Prep Program)
Wtby. PAL	Career Academy classroom: Wept. 2025 – June, 2026 Tues.,Wed.,Thurs. 2pm-5pm (Leadership Academy)

Irene Morales	WAMS atrium: Wed., Nov. 5th 5:00 – 6:30 pm (Open House for prospective students for 2026-27) WAMS atrium: Wed. Oct. 8th 5:00 – 6:30 pm (Open House for prospective students for 2026-27)
Dr. Boatright	W.Cross cafe & 1 rm.: Saturdays 9/27, 10/11, 11/8, 12/13, 1/19, 2/14, 3/14, 5/9 19an-12on (Delta Academy)
D. Gotlibowski	Career Academy café: Friday, Dec. 12th 2pm – 7pm (4TH Annual Santa's Workshop)
C. Cruess	Rotella café & aud.: Oct. 6th thru March 26th 3:35 – 5:30 pm (Academic after-school & Enrichment Musical Theater)
N. McCord	Crosby aud.: Nov. 13th to 21st 7:00am – 8:00pm (School Drama play and May 18th to May 30th 7-10pm (School Musical)
Park & Rec. J. McColl	Kennedy pool: Sundays 7:45am – 1:30pm Sept. 7th thru Nov. 9th, 2025 (Learn to swim program)
Linda Richard	Career Academy: Friday, October 3rd 7am – 2pm (Red Cross Blood Drive)
S. Colon	Rotella aud. & café: Musical theater program 3/21 9:30-2:30pm Performance: 3/28 4:00 – 7:30pm Performance: 3/29 12pm – 3:30pm
J. Tulley	Crosby aud.: Dec. 17th and Dec. 18th 8:00am – 9:00pm Both days for rehearsals, set-up and performance)
D. Lucian	Career Academy lib.: Wed., Oct. 8th 8am – 12pm (Presenter for Media Specialists)

Book

SCHOOL PERSONNEL USE ONLY

DATE: 8/19/2025

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: Wednesday, 9/3/2025

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

FOR THE FOLLOWING PURPOSES:

For the Maloney PTO meeting.

Kazumi Yamashita
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.

Ayook

SCHOOL PERSONNEL USE ONLY

DATE: 8/18/25

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Boatright

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms Atrium + 1 classroom

DATES REQUESTED: Wed. Oct. 8, 2025

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

FOR THE FOLLOWING PURPOSES:

PD for School Counselors

60 chairs in Atrium, podium, smartboard

1 classroom to hold 30 people

J Harms on behalf of Dr. Boatright
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 8/21/25

TO: SCHOOL BUSINESS OFFICE

FROM: Alicia Magliaro

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

NAME OF SCHOOL REQUESTED: WAHS

✓LARGE DANCE

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 2nd + 4th Tuesday of every month

FROM: 2 am/pm TO: 3:30 am/pm

FOR THE FOLLOWING PURPOSES:

SPIRIT CLUB.

Alicia Magliaro
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.

Yoo Hoo

SCHOOL PERSONNEL USE ONLY

DATE: 8-20-25

TO: SCHOOL BUSINESS OFFICE

FROM: W.C.E.A.
DONNA ORSATTI, PRES.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Botella

☑ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☑ CAFE/ROOMS

DATES REQUESTED: Thursday, Sept. 11th

FROM 5:30 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Membership Meeting of
The White Collar Union

D.O.
APPLICANT / Sme

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: 8/18/2025

TO: SCHOOL BUSINESS OFFICE

FROM: M. Rocco

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

NAME OF SCHOOL REQUESTED: W. Cross

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Tues. 9/16/25

FROM: 5:30 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

PTO meeting & Attendance Meeting

M Rocco
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 8-27-25

TO: SCHOOL BUSINESS OFFICE

FROM: Ms. Cuevas

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

NAME OF SCHOOL REQUESTED: Walsh School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Sept 24, 2025

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

FOR THE FOLLOWING PURPOSES:

Hispanic Heritage Month Dinner for our Walsh families.

Ms.

APPLICANT

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

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 8-20-25

TO: SCHOOL BUSINESS OFFICE

FROM: Links, Incorporated

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Career Academy

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☑ CAFE/ROOMS

DATES REQUESTED: Saturday, October 18th

FROM 9:00 am/pm TO 12:00 am/pm

FOR THE FOLLOWING PURPOSES:

Chapter Meeting

(25-40 People)

Loribeth Young
APPLICANT

203-592-5314

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE:
___8/25/25_____

TO: SCHOOL BUSINESS OFFICE

FROM: ___Sean Griffin_____

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

NAME OF SCHOOL REQUESTED: _____Crosby_____

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: _____December 9th_____

FROM: __2:00_____ am/pm TO: ____3:30____ am/pm

FOR THE FOLLOWING PURPOSES:

_____Winter Concert
Practice_____

_____

_____

_____Sean
Griffin_____
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:
__8/25/25_____

TO: SCHOOL BUSINESS OFFICE

FROM: _____Sean Griffin_____

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

NAME OF SCHOOL REQUESTED: _____Crosby_____

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED:
_____12/11/25_____

FROM: ____2:00_____ am/pm TO: _____9:00_____ am/pm

FOR THE FOLLOWING PURPOSES:

Winter
Concert_____

_____

_____

Sean Griffin

_____
APPLICANT

Please note the following provisions:

Good

SCHOOL PERSONNEL USE ONLY

DATE: 8/25/25

TO: SCHOOL BUSINESS OFFICE

FROM: Sean Griffin

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

NAME OF SCHOOL REQUESTED: Crosby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: April 28th

FROM: 2:00 am/pm TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Spring Concert Practice

Sean Griffin
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: 8/25/25

TO: SCHOOL BUSINESS OFFICE

FROM: Sean Griffin

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

NAME OF SCHOOL REQUESTED: Crosby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: April 30th

FROM: 2:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Spring Concert

Sean Griffin
APPLICANT

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

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 8/22/25

TO: SCHOOL BUSINESS OFFICE

FROM: WLA

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Soft Area outside the office

DATES REQUESTED: Sept 13th

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

FOR THE FOLLOWING PURPOSES:

Senior portraits

Michele Neff
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.

Yaka

SCHOOL PERSONNEL USE ONLY

DATE: 8/21/25

TO: SCHOOL BUSINESS OFFICE

FROM: Dana Wallace, VP

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

NAME OF SCHOOL REQUESTED: Rotella Community Room

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 25-26 school year

FROM: 7:35 (am/pm) TO: 8:35 (am/pm)

FOR THE FOLLOWING PURPOSES:

Before Care Program

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: August 21, 2025_____

TO: SCHOOL BUSINESS OFFICE

FROM: University of Connecticut, Department of Educational Leadership

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

NAME OF SCHOOL REQUESTED: West Side Middle School_

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Weekly, Wednesdays; August 27 – May 6, 2026

FROM: __4:00 pm TO: _8:15 pm_

ROOM # A285

FOR THE FOLLOWING PURPOSES:

__We will hold our University of Connecticut Administrator Preparation Program (UCAPP) fall 2025 and spring 2026 classes at West Side Middle School to our Waterbury cohort.

_____
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.

Approx # 10

Kim Shirshac

SCHOOL PERSONNEL USE ONLY

DATE: 8-25-25

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury PAL

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

NAME OF SCHOOL REQUESTED: Careers Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms 1 Classroom

DATES REQUESTED: Starting Sept. 9th every Tuesday, Wednesday, Thursday

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

Thru June, 2026

FOR THE FOLLOWING PURPOSES:

Beyond the Bleacher leadership academy. We will be using 2 teachers from Careers Academy (Paid through PAL) to identify 6-10 students to go through this program.

Please contact me for more info
203-228-7361

Sgt

APPLICANT
Sgt. Chris Amatruda

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.

Note

SCHOOL PERSONNEL USE ONLY

DATE: 8/28/25

TO: SCHOOL BUSINESS OFFICE

FROM: Ilene M. Morales
(Magnet School Specialist)

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

NAME OF SCHOOL REQUESTED: WAMS

*Atrium

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: October 8, 2025

FROM: 5:00 am/(pm) TO: 6:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Open House for prospective students (26-27)
(tables, chairs) – atrium

Ilene M Morales
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.

Mark

SCHOOL PERSONNEL USE ONLY

DATE: 8/28/25

TO: SCHOOL BUSINESS OFFICE

FROM: Ilene M. Morales
(Magnet School Specialist)

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

NAME OF SCHOOL REQUESTED: WAMS
+ Atrium

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: November 5, 2025

FROM: 5:00 am/(pm) TO: 6:30 pm am/(pm)

FOR THE FOLLOWING PURPOSES:

Open House for prospective students (26-27)
(tables, chairs) - atrium

Ilene M. Morales
APPLICANT

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

Took

SCHOOL PERSONNEL USE ONLY

DATE: August 28, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Vira Boatright

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

NAME OF SCHOOL REQUESTED: Wendell Cross

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Cafe-September 27th ~ Sat
1 Classroom/Cafe- Oct.11th; Nov.8th;Dec. 13th;Jan. 10th; Feb. 14th; Mar.14th; May 9th.

FROM: 10:00 (am)/pm TO: 12:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Delta Academy and GEMS program to engage WPS middle and high school girls in hands-on activities exploring science, technology, engineering, and mathematics. Through interactive workshops, mentorship, and self-esteem–building activities, participants gain the skills, confidence, and inspiration to pursue futures as innovators and leaders in STEM.

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: 9/3/25

TO: SCHOOL BUSINESS OFFICE

FROM: Gotlubowski - WCA

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Friday December 12, 2025

FROM: 2 am/pm TO: 7 am/pm

FOR THE FOLLOWING PURPOSES:

4th Annual Santa's Workshop - crafting, music, Santa visit, fundraiser on behalf of Field Day fund

D. Gotlubowski
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: 8/28/25

TO: SCHOOL BUSINESS OFFICE

FROM: Cara C Cruess

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

NAME OF SCHOOL REQUESTED: Rotella Magnet School

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Oct 6 – March 26

FROM: 3:35 am/pm TO: _____ am/pm Dismissal Begins (a
M+T 5 pm
W+Th 5:30 pm

FOR THE FOLLOWING PURPOSES:

Academic After-School (M-Th)

Enrichment Musical Theater (W+Th)

We also have to reserve the School on the weekend of March 28 + March 29 for our Play. All DAY.

Cara Cruess
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: 8/27/25

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas McCord, ELA Crosby HS

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

NAME OF SCHOOL REQUESTED: Crosby High School

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Nov 13th- Nov 21st

FROM: 7am TO: 8pm

FOR THE FOLLOWING PURPOSES:

School Play/ Drama Class_____

_____

_____

Nicholas McCord

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: 8/27/25

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas McCord, ELA

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

NAME OF SCHOOL REQUESTED: Crosby HS

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: May18th-May 30th

FROM: 7 am TO: 8pm

FOR THE FOLLOWING PURPOSES:

High School Musical

Nicholas McCord
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: 8/29/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Jaya McCall

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: September 7, 14, 21, 28 - October 5, 12, 19, 26 - November 2, 9th

FROM: 7:45 (am)/pm TO: 1:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Free swim lessons to Waterbury Kids

APPLICANT

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

Yeah

SCHOOL PERSONNEL USE ONLY

DATE: 8/29/25

TO: SCHOOL BUSINESS OFFICE

FROM: WCA - Linda Richard.

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 10/3/25

FROM: 7 am/pm TO: 2 am/pm

FOR THE FOLLOWING PURPOSES:

Red Cross Blood Drive.

Linda Richard
APPLICANT

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

Yuck

SCHOOL PERSONNEL USE ONLY

DATE: 8/29/25

TO: SCHOOL BUSINESS OFFICE

FROM: Stephanie Colón (Teacher)

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

NAME OF SCHOOL REQUESTED: Rotella Interdistrict Magnet School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Sat, March 21st

FROM: 9:30 (am)/pm TO: 2:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Musical Theater program for Rotella Magnet School will be doing a dress rehearsal (students and staff only)

Stephanie Colón (Teacher)
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.

400 K

SCHOOL PERSONNEL USE ONLY

DATE: 8/29/25

TO: SCHOOL BUSINESS OFFICE

FROM: Stephanie Colón (Teacher)

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

NAME OF SCHOOL REQUESTED: Rotella Interdistrict Magnet School

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Saturday, March 28th

FROM: 4:00 am/(pm) TO: 7:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Musical Theatre Program for Rotella Magnet School will have a performance for families + friends at 6pm. (Students and staff arrive at 4pm)

Stephanie Colón (Teacher)
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: 8/29/25

TO: SCHOOL BUSINESS OFFICE

FROM: Stephanie Colón (Teacher)

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

NAME OF SCHOOL REQUESTED: Rotella

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Sunday, March 29th

FROM: 12:00 am/(pm) TO: 3:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Musical Theatre Program for Rotella Magnet School will have a performance for families + friends at 2pm. (Students and staff arrive at 12pm)

Stephanie Colón (Teacher)
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: Sept. 2nd, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Jordan Tulley
Band Director / Music Teacher
Wallace Middle School

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

NAME OF SCHOOL REQUESTED: Wallace Middle School

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED:

FROM: Weds, Dec. 17th 8:00a.m. TO: Thursday, Dec. 18th 7:30p.m.

FOR THE FOLLOWING PURPOSES:

Wallace Middle School winter concert will take place on the evening of Thursday, Dec. 18th. We are also requesting the entire school days of Wednesday 17th and Thursday 18th to prepare the stage and hold practices with the students. No one else should be permitted to enter the stage during requested time frame.

Jordan Tulley
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 09/02/2025

TO: SCHOOL BUSINESS OFFICE

FROM: David Lucian

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

Lib

DATES REQUESTED: 10/08/2025

FROM: 8 (am)/pm TO: 12 am/(pm)

FOR THE FOLLOWING PURPOSES:

I would like to use the WCA library for half of the day on our professional development day for Library Media Specialist. We have one presenter who will be coming to the school to show a platform to the teachers will be using throughout the school year.

David Lucian
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.

#10

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, September 4, 2025**
BOARD MEETING: **Thursday, September 18, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

I move that the Waterbury Board of Education approve the use of school facilities and/or waiver requests by the following groups and organizations subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES	
Sunshine Dance Studio E. Summa	Kennedy Aud.,gym,café,rm.: 6/5/26 5:00-10:00 pm (set-up) 6/6/26 10:00am – 6:00pm and 6/7/26 12:00pm – 6:00pm (two recital performances)	

REQUESTING WAIVERS:

East Mt. Sports Assoc. J. Sciascia	W. Cross gym: 11/1/25-4/18/26 Sat. & Sun. 9:00am-6:00pm Rotella gym: 11/1/25-4/18/26 Sat. & Sun. 9:00am-6:00pm Gilmartin gym: 11/1/25-4/18/26 Sat. & Sun. 9:00am-6:00pm	($18,060.) ($18,060.) ($18,060.)
NEST L. Villa	WAMS atrium, café, lib., rms.: Sat., Oct. 18th 7:00am-5:00pm (Greater Waterbury Housing Expo)	($1,848.)
City Youth Theater S. Davis	Crosby aud./cafe.: Theater fundraiser program rehearsals & shows Oct. 5th – Oct. 26th 5:00-10:pm including 7 weekend dates	($4,704.)
City Youth Theater S. Davis	Crosby gym: Sunday, Sept. 28th 12:00pm-3pm (Bike Safety Event)	($336.)

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

Wtby. Ballers	Generali gym:	Mon. thru Fri. Sept. 3rd – Dec. 5th	5:30 – 8:30 pm
T. Lott	Chase gym:	Mon. thru Thur. Sept. 3rd – Dec. 5th	5:30 – 8:30 pm

Wtby. Knights Cheer C. Jones	Maloney gym: Wednesdays 9/3 – 12/1/2025 5:45 – 8:00pm (Knights dance team practice)
Gilmartin Community Club R. Barry	Gilmartin café: 3rd Tuesday each month 7:00-9:00 pm (monthly meetings – August, 2025-August, 2026)
East Mt. Sports Assoc. J. Sciascia	W. Cross gym: 1/1/25-4/18/26 Mon. thru Fri. 5:45-9:00pm Rotella gym: 11/1/25-4/18/26 Mon. thru Fri. 5:45-9:00pm
Wtby. UNICO P. Varanelli	Kennedy conference rm.: Monthly meetings 6:30 – 8:30 pm Sept., 2025 – June, 2026
CT. Rebound D. Parker	Wilby gym: 8/26 – 11/18/25 Mon. – Fri. 5:30 – 8:00 pm (basketball practice/ when gym available)
City Youth Theater S. Davis	Crosby aud.: Fri., Oct. 10th 5pm – 9:30pm (theater program)

MONEY COLLECTED TO DATE: **$ 11,285.50**

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

APPLICANT Emily Summa NAME OF ORGANIZATION Sunshine Dance Center

ADDRESS 457 Meriden Rd. Wby, CT 06705 TELEPHONE # 203-509-5942
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 6/5, 6/6, 6/7 ROOM(S) Auditorium, gym, cafe, dress rooms

OPENING TIME 6/5-5:00 pm 6/6-10:00 pm 6/7-12:00 pm CLOSING TIME 6/5-10:00 pm 6/6-6:00 pm 6/7-6:00 pm PURPOSE Dance Recital

ADMISSION (if any) $20 CHARGE TO BE DEVOTED TO Recital Fees

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1000 CHILDREN 300

SIGNATURE OFAPPLICANT Emily Summa DATE 8-26-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Emily Summa & Jacqueline Davis - 203-509-5942 - 18 Inglund Ave Wtbry, CT 06705

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service per cust

RENTAL FEES: $1,000/4 HRS. + $200 each add. hr.

MISCELLANEOUS FEES: Tech $55./HR.

SECURITY DEPOSIT $ 500.- INSURANCE COVERAGE _____YES _____NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

Saturday - Sunday

Book

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

APPLICANT Jim Scinscia NAME OF ORGANIZATION EMAA

ADDRESS 3 Evas Ter (street) Wolcott (city) CT (state) 06716 (zip code) TELEPHONE # 203-232-9676

SCHOOL REQUESTED Wendell Cross DATES 11/1/25 - 4/15/26 ROOM(S) GYM

OPENING TIME 9:00 AM CLOSING TIME 6:00 PM PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OF APPLICANT James Scinscia DATE 9/18/2025

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

Jim Scinscia 3 Evas Ter Wolcott CT 06716

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. JS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE (18,000)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Saturday & Sunday

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. 697-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE: _____ _____
SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: EMAA

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wendell Cross / Gym

DATE(S): 11/1/25	TIMES:
DATE(S): 4/18/26	TIMES: 9:00 AM
DATE(S):	TIMES: 6:00 PM
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

8/18/2025
Date

James Bennett
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 18,060.-	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

Saturday - Sunday

$300

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 Jim Sciascia NAME OF ORGANIZATION EMAA

ADDRESS 3 Evas Ter (street) Wolcott (city) CT (state) 06716 (zip code) TELEPHONE # 203-232-9676

SCHOOL REQUESTED Rotella DATES 11/1/25 - 4/18/26 ROOM(S) Gym

OPENING TIME 9:00Am CLOSING TIME 6:00 PM PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OFAPPLICANT James Sciascia DATE 8/18/2025

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

Jim Sciascia 3 Evas Ter. Wolcott, CT 06716

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. JS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($18,000)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Saturday & Sunday

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: E M A A

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Rotella / Gym

DATE(S): 11/1/25	TIMES:
DATE(S): 4/18/26	TIMES: 9:00 am
DATE(S):	TIMES: 6:00 pm
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

8/18/2025
Date

James Bruscia
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

Building Usage Fees	Custodial Fees	Security Deposit
$	$ 18,060.-	$

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

Saturday + Sunday

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 Jim Sciascia NAME OF ORGANIZATION EMAA

ADDRESS 3 Evas Ter (street) Wolcott (city) CT (state) 06716 (zip code) TELEPHONE # 203-232-9676

SCHOOL REQUESTED G. Martin DATES 11/1/25 - 4/18/26 ROOM(S) Gym

OPENING TIME 9:00 am CLOSING TIME 6:00 pm PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OFAPPLICANT James Sciascia DATE 8/18/2025

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

Jim Sciascia 3 Evas Ter Wolcott CT 06716

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. JS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($1800.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Saturday + Sunday

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: EMAA

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gilmartin / Gym

DATE(S): 11/1/25	TIMES:
DATE(S): 4/18/26	TIMES: 9:00 am
DATE(S):	TIMES: 6:00 pm
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

8/18/2025
Date

James Brescia
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 18,020.-	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

Book

*Approximately 45 tables and 90 chairs needed.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 G RANDST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Laurie Villa NAME OF ORG ANIZATION NEST

ADDRESS 193 Grand Street, 3rd Fl (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203.350.9339

SCHOOL REQUESTED WAMS DATES 10/18/2025 ROOM(S) Atrium, Cafeteria, Library and 3 classrooms*

OPENING TIME 7:00 A CLOSING TIME 5:00 P PURPOSE GW Housing Exp

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 50

SIGNATURE OFAPPLICANT [signature] DATE 08.13.25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
NEST 193 Grand Street, 3rd Fl. Waterbury 06702 Phone: 203.753.1896

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. LV (PLEASE INITIAL)

(4) ($1,848)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST=

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: NEST

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Atrium - Cafeteria, Library, and 3 additional classrooms

DATE(S): 10/17/2025 TIMES: After school to drop off larger items

DATE(S): 10/18/2025 TIMES: 7A-5P

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

August 13, 2025
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1,848. Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

Book

USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Shelby DAVIS NAME OF ORGANIZATION City Youth Theatre

ADDRESS 42 Mitchell Waterbury CT 06704 TELEPHONE # 2034370325
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES Attached ROOM(S) Auditorium

OPENING TIME Attached CLOSING TIME — PURPOSE Fundraising / theater program

ADMISSION (if any) $10.00 CHARGE TO BE DEVOTED TO Fundraising

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 20

SIGNATURE OF APPLICANT [signature] DATE 7/16/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Shelby DAVIS 2034370325

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. SD (PLEASE INITIAL)

(2) ($4,704.)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1HR. SERVICE PER CUST.

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: ~~Griswold High School~~ City Youth theater

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Lobby / Auditorium / ~~Main~~ Cafe

DATE(S): Oct 5, 2025	TIMES: 10a - 5p
DATE(S): Oct 6, 2025	TIMES: 5p - 10p
DATE(S): Oct 7, 2025	TIMES: 5p - 10p
DATE(S): Oct 8, 2025	TIMES: 5p - 10p
DATE(S): Oct 9, 2025	TIMES: 5p - 10p
DATE(S): OCT 11, 2025	TIMES: 10 - 5p

7-16-25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ _____ Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby

DATE(S): Oct 12, 2025	TIMES: 10 - 9PM
DATE(S): ~~Oct 13 2025~~ Holiday	TIMES: ~~5p - 10p~~
DATE(S): Oct 14 2025	TIMES: 5p - 10p
DATE(S): Oct 15 2025	TIMES: 5p - 10p
DATE(S): Oct 16, 2025	TIMES: 5p - 10p
DATE(S): Oct 17, 2025	TIMES: 5p - 10p performance
Oct 18, 2025	5p - 10p "

9/15/25
Date

SB
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ Building Usage Fees	$ Custodial Fees	$ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST _____
Clerk, Board of Education

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: City Youth theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby

DATE(S): Oct 19, 2025	TIMES: 12p - 5p performance
DATE(S): Oct 25, 2025	TIMES: 5p - 10p "
DATE(S): Oct 26, 2025	TIMES: 12p - 10p "
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

7-16-25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Shelby Davis NAME OF ORGANIZATION City Youth Theater

ADDRESS 42 Mountain Laurel Drive Waterbury CT, 06705 TELEPHONE # 203-437-0325
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES September 28th ROOM(S) Gymnasium

OPENING TIME 12pm CLOSING TIME 3pm PURPOSE Bike Safety Event

ADMISSION (if any) free event CHARGE TO BE DEVOTED TO City Youth Theater

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 40

SIGNATURE OFAPPLICANT Shelby Davis DATE 8/15/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Shelby Davis

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____(PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. (2) ($336.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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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.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Date of Building Permit)

APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Orosby Gym

DATE(S): Sunday Sept 28 TIMES: 12pm - 3pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

9-2-25
Date

_____
Signature

OFFICE USE ONLY

Listtotal cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 336.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Took

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06704 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Generali DATES 9/3/12/5/25 ROOM(S) Gym

OPENING TIME 5:30 CLOSING TIME 8:30 pm PURPOSE Basketball Program

ADMISSION (if any) — CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15

SIGNATURE OF APPLICANT _____ DATE 8-29-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Lott Sr (203-509-4757), Terence Lott Jr (203-805-1884)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Monday - Friday

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: A 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 Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06709 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Chase DATES 9/3-12/5/25 ROOM(S) Gym

OPENING TIME 5:30 CLOSING TIME 8:30 pm PURPOSE Basketball Program

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____

SIGNATURE OF APPLICANT _____ DATE 8-29-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON -ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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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: 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 SHALL 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.

Monday To Thursday

Book Fair

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Courtney Jones NAME OF ORGANIZATION Waterbury Knights

ADDRESS 101 Rumford St Wtby CT 06704 TELEPHONE # 203-982-1842
(street) (city) (state) (zip code)

SCHOOL REQUESTED Maloney DATES ~~09/27~~ 9/3/25-12/1/25 ROOM(S) Gym

OPENING TIME 5:45 CLOSING TIME 8 pm PURPOSE Dance practice

ADMISSION (if any) No CHARGE TO BE DEVOTED TO Courtney Jones

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 25

SIGNATURE OFAPPLICANT CJ DATE 08/26/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Courtney Jones, 101 Rumford St, Wtby 06704, 203-982-1842

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. CJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Wednesdays

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# Gilmartin

APPLICANT Ruth Barry NAME OF ORGANIZATION Community Club

ADDRESS 109 Long Meadow Drive (street) 06706 (city) (state) (zip code) TELEPHONE # 755-1652

SCHOOL REQUESTED Gilmartin DATES See ATTACHED ROOM(S) Cafe

OPENING TIME 7pm CLOSING TIME 9pm PURPOSE Meeting

ADMISSION (if any) — CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN —

SIGNATURE OF APPLICANT Ruth Barry DATE 7-25-25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

SAME

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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: 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 SHALL BE RIGIDLY ENFORCED.

APPROVAL DATE — SCHOOL BUSINESS OFFICE

3RD Tuesday each month

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

GILMARTIN COMMUNITY CLUB

MONTHLY MEETINGS AT GILMARTIN SCHOOL CAFÉ

3RD TUESDAY EACH MONTH 7:00 – 9:00 PM

2025 – 2026

AUGUST 19TH

SEPTEMBER ~~16TH~~ 23

OCTOBER 21ST

NOVEMBER 18TH

DECEMBER 16TH

JANUARY 20TH

FEBRUARY ~~17TH~~ HOLIDAY 24TH

MARCH 17TH

APRIL 21ST

MAY 19TH

JUNE 16TH

JULY 21ST

AUGUST 18TH

Monday - Friday

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jim Sciascia NAME OF ORGANIZATION EMAA

ADDRESS 3 Evas Ter (street) Wolcott (city) CT (state) 06716 (zip code) TELEPHONE # 203-232-9674

SCHOOL REQUESTED Wendell Cross DATES 11/1/25 - 4/18/26 ROOM(S) Gym

OPENING TIME 5:45 pm CLOSING TIME 9:00 pm PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OFAPPLICANT James Sciascia DATE 8/13/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Jim Sciascia 3 Evas Ter Wolcott, CT 06716

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. JS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3462

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.

Monday - Friday

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

Monday - Friday

BOOK

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jim Sciascia NAME OF ORGANIZATION EMAA

ADDRESS 3 Evas Ter Wolcott CT 06716 TELEPHONE # 203 232-9672
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 11/1/25 4/18/26 ROOM(S) Gym

OPENING TIME 5:45 PM CLOSING TIME 9:00 PM PURPOSE Basketball

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OF APPLICANT James Sciascia DATE 8/18/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Jim Sciascia 3 Evas Ter Wolcott CT 06716

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. JS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Monday - Friday

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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)

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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.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Booth

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Patricia Varanelli NAME OF ORGANIZATION Waterbury UNICO

ADDRESS 102 Ridgewood DR Middlebury CT 06762 TELEPHONE # 203-577-8877
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy HS DATES See Attached ROOM(S) Conference Room

OPENING TIME 6:30 PM CLOSING TIME 8:30 PM PURPOSE UNICO Board Meeting

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10-12 CHILDREN N/A

SIGNATURE OFAPPLICANT Patricia Varanelli DATE 8/25/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Nicole Maiorano 95 Willow St Waterbury, CT 06710 (203) 1095-2911

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. PV (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

Waterbury UNICO Board of Directors 2025-2026

Meeting Schedule

Tuesday September 9, 2025
Tuesday October 14, 2025
Wednesday November 12, 2025
Tuesday December 9, 2025
Tuesday January 13, 2026
Tuesday February 10, 2026
Tuesday March 10, 2026
Tuesday April 14, 2026
Tuesday May 12, 2026
Tuesday June 9, 2026

Rocky

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT DeVonne Parker NAME OF ORGANIZATION CT Rebound

ADDRESS 17 Herkimer (street) Wtby (city) CT (state) 06710 (zip code) TELEPHONE # (203) 228-3144

SCHOOL REQUESTED Wilby DATES 8/26 - 11/18 ROOM(S) Gym

OPENING TIME 5:30 CLOSING TIME 8:00 pm PURPOSE Practice

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO 0

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____

SIGNATURE OFAPPLICANT [signature] DATE 8/25/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Byron Herion (203)887-5932 Andrew Williams (203)528-1353

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

OK

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: HEA 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.

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Monday - Friday * when gym available

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 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Shelby DAUS NAME OF ORGANIZATION City Youth Theater

ADDRESS 42 Mountain Laurel Dr Wtby CT TELEPHONE # 203 437 0325
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 10/10 ROOM(S) Auditorium

OPENING TIME 5p CLOSING TIME 9:30p PURPOSE theater programming

ADMISSION (if any) $0 CHARGE TO BE DEVOTED TO Fundraising

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 15

SIGNATURE OF APPLICANT [signature] DATE 9/2/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Shelby DAUS

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. SD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Friday

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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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.

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian



COMMUNICATIONS



August 19, 2025 through
September 2, 2025

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 19, 2025

Ervis Kambo
400 Chestnut Hill Ave.
Waterbury, CT 06704

Dear Mr. Kambo:

Your name is being certified to the Department of Education for the position of HVAC Foreman (Req. #2024014) at $31.93 per hour.

Your official start date in this position will be August 21, 2025.

Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Insp.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 19, 2025

Julissa German
354 Long Hill Rd., Apt. 2E
Waterbury, CT 06704

Dear Ms. German:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20250740) at $20.76 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 28, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 29, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 18, 2025

Zainab Salem
41 Woodglen Dr.
Waterbury, CT 06705

Dear Ms. Salem:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20250458) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 22, 2205 at your regular scheduled time.

We have scheduled your orientation for Thursday, August 28, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

Please call Donna Ignacio at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

cc: Board of Education
Darren Schwartz, Supt. of Schools
Adam Shaban, Acting Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 18, 2025

Carmen Arias Bernabel
173 Grove St., Apt. 804
Waterbury, CT 06710

Dear Ms. Arias Bernabel:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20250146) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 21, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 22, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 15, 2025

Demiah Pink
115 Midland Rd.
Waterbury, CT 06705

Dear Ms. Pink:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20250210) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 21, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 22, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 14, 2025

LaShaun Yates
111 Warner St.
Waterbury, CT 06704

Dear Mr. Yates:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20250797) at $20.76 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 21, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 22, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 13, 2025

Nkem Okeoma
26 Angel Drive, Apt. B
Waterbury, CT 06708

Dear Ms. Okeoma:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20250162) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 21, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 22, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

August 13, 2025

Norma Jones
509 Willow St.
Waterbury, CT 06710

Dear Ms. Jones:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of School Secretary @ Generali Elementary School (Req. #20250750) at $20.76 per hour. Please contact Kritsen Gaudiosi, Principal @ Generali Elementary School at (203) 574-8174 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 21, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 22, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Kristen Gaudiosi, Princ @ Generali Elem Schl
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

August 13, 2025

Sandra Heady
70 Sunnyside Ave., 2nd Fl.
Waterbury, CT 06708

Dear Ms. Heady:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260002) at $20.76 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 21, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 22, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

From: Eva
To: Carrie Swain
Subject: Request to Reconsider School Uniform Policy for Middle School Students
Date: Friday, August 22, 2025 8:21:36 PM

EXTERNAL MAIL- Think before you click. Always verify the sender's email address, not just the display name. Watch for unusual requests or urgency. If suspicious, contact the sender via a known method before taking action. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

I would like to respectfully share my thoughts on the current school uniform policy. I believe uniforms should be removed for middle school students in order to allow more opportunities for self-expression.

Uniforms can often be uncomfortable or restrictive, which can make it difficult for students to focus throughout the school day. Middle school is also an important time for students to develop their identities and learn how to express themselves, and clothing is a meaningful part of that process.

In addition, the cost of purchasing uniforms can place a financial burden on families. Allowing students to wear regular clothes would give families more flexibility and ease this expense.

I hope the Board will consider these points and re_evaluate the uniform policy for middle schoolers. Thank you for your time and for your dedication to supporting the students of Waterbury.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

September 2, 2025

Emory Slade
129 Griggs St.
Waterbury, CT 06704

Dear Mr. Slade:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20260054) at $18.58 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be September 4, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, September 11, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.
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Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file