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: May 5, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, Thursday, May 7, 2026, Wallace Middle School Media Center

The Committees of the Board of Education will meet on Thursday, May 7, 2026, 5:30 p.m., Wallace Middle School Media Center, 3465 East Main Street, 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/nlsSEFNelOU.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Vincent Balsamo

PUBLIC SPEAKING

1. *Committee of the Whole/5 minutes* ~ Presentation: Overview of Educators Rising Program – P. Flammia, Waterbury Career Academy EdRising Students.

2. *Committee of the Whole/10 minutes* ~ Update: Waterbury Promise – K. Maull.

3. *Committee of the Whole/2 minutes* ~ Discussion: 2025/2026 School Year Calendar – Dr. Schwartz.

4. *Committee of the Whole/2 minutes* ~ Request approval of an Education Affiliation Agreement, at no cost, with Trinity Health of New England Corporation, Inc. to provide students with Certified Nurse Assistant Training/Clinical Hours – J. Frenis.

5. *Committee on Finance /2 minutes* ~ Request approval of Amendment Two (2) to the Professional Services Agreement with Phi Delta Kappa Internationals, Inc. D.B.A. Educators Rising for Teacher Preparation Courses – J. Frenis.

6. *Committee on Finance/2 minutes* ~ Request approval of a Contract with Forerunner Technologies, LLC for Voice-over IP Maintenance and Support Services – W. Zhuta.

7. *Committee on Finance/2 minutes* ~ Request approval of a Contract with Canon U.S.A., Inc. for Copier and Managed Print Services – W. Zhuta.

8. *Committee on Finance/2 minutes* ~ Request approval of Amendment Three (3) to the Professional Services Agreement with Linguistica International, Inc. for Phone and/or Video On-Demand Translation Services – M. Zaldivar Barahona.

9. *Committee on Finance/2 minutes* ~ Request approval of Amendment Three (3) to the Professional Services Agreement with Imagine learning LLC for On-line Learning System Provider – N. Toucet.

10. *Committee on Finance/2 minutes* ~ Request approval of a Construction Contract with Sound Stage Productions, Inc. (RFP #8739) for Sound System Upgrades at KHS and CHS gymnasiums – J. Begnal.

11. *Committee on Finance/2 minutes* ~ Request approval of the acceptance The 2025 CHET Dream Big! Competition for K-12 Students School Prize for Driggs School – Dr. Johnson.

12. *Committee on Finance/3 minutes* ~ Monthly Expenditure Report for March 2026 – D. Biolo.

13. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement (RFP 8132) with the following for Engineering On-Call Services – N. Albini:
    a) BSC Group, Inc.
    b) Environmental Partners CT, Inc.
    c) Luchs Consulting Engineers, LLC
    d) Tata & Howard, Inc.

14. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement (RFP 8580) with DVM Industries, LLC for Digital Fire Alarm Transmitter Services – N. Albini.

15. *Committee on Finance/3 minutes* ~ Request approval of a Services Agreement (RFP 8649) with Curriculum Associates, LLC for Online Math Intervention Software – N. Albini.

15a. *Committee on Finance/3 minutes* ~ Request approval of Steam Trap Study Agreements with Yankee Gas Service d/b/a Eversource Energy for energy efficiency stream trap studies at 15 schools – N. Albini.

16. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with Access Rehab Centers, LLC for Occupational and Physical Therapy Services – W. Johns.

17. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Professional Services Agreement with Stepping Stones Group, LLC for Speech and Language Therapy Services – W. Johns.

18. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP #8719) with Apex Education Services, LLC for *Board Certified Behavioral Analysts* – W. Johns.

19. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP #8720) with Apex Education Services, LLC for *Registered Behavior Technician Services* – W. Johns.

20. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP #8721) with Apex Education Services, LLC for *Board Certified Behavioral Analyst Services & Districtwide De-escalation and Restraint Training* – W. Johns.

21. *Committee on Policy & Legislation/3 minutes* ~ Request approval of new policy #6171 – Special Education – W. Johns.

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

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

24. *Committee of the Whole/10 minutes* ~ Presentation: Proposed Waterbury Preschool Center Project – N. Albini, Dr. Schwartz.

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

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

a. Athletic appointments:

Name	*Position*	*School*	*Effective*
Petteway, Kyren	Assistant Football Coach	WCA	06/15/26

b. Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Eff.*
Anaya Morales, Wilkin	Hall Monitor-Kennedy	PT	$16.94	NON BOE	Title I DW 2	04/23/26
Bonicki, Andrew	Network Specialist (12mth)-DW	FT	$23.18/hr	UPSE U69	Priority 25-26	04/30/26
Cusack, Tara	Adult Education Evening Admin.	PT	$41.00/hr	NON BOE	Adult Educ.	05/04/26
D'Agostino, Anthony	Adult Education Evening Admin.	PT	$41.00/hr	NON BOE	Adult Educ.	05/04/26
Sapione, Daniel	Network Specialist (10mth)-IT	FT	21.00/hr	UPSE U69	Title I DW 25-27	04/30/26

Williams Jr, Robert	Hall Monitor Wilby Promotion to: Prevention Specialist NEMS	PT FT	$16.94/hr $20.00	Non BOE UPSE U69	Alliance 25-26 Title I DW 25-27	04/09/26 05/07/26

c. Rotella Magnet School Summer School appointments:

Name	*Assignment*
Candida Muro	Teacher Kindergarten
Raffaele Banner	Teacher Grade 1
Isabella Theriault	Teacher Grade 2
Stephanie Colon	Teacher Grade 2
Mary Monroe	Teacher Grade 3
Alexus Lee	Teacher Grade 4

Name	*Assignment*
Dana Wallace	Sub. Administrator
Angela Heidgerd	Sub. Administrator
Odet Simoes	Sub. Teacher
Julia Matthews	Sub. Teacher
Dana Wallace	Sub. Administrator

d. EAS Elementary School Summer School appointments:

Name		*Assignment*	*Location*
Fleming	Sonja	Administrator	Carrington
Acevedo	Paul	Administrator	Duggan
Fiore	Patience	Administrator	Gilmartin
Labagh	Michael	Administrator	Reed
Soares	Elenice	Administrator	Wendell Cross
Williams-Coleman	Brittany	Secretary	Carrington
Aidoo	Syreeta	Secretary	Duggan
Alexander	Lisa	Secretary	Gilmartin
DiGiovancarlo	Krista	Secretary	Reed
Grassi	Carmen	Secretary	Wendell Cross

e. EAS Middle School Summer School appointments:

ELA - David Rotella – 8th	ELA- Lena Pratt – 7th	ELA- Deirdre Signore – 6th
Math- Latasha Pete – 8th	Math- Laurie Scursso – 7th	Math- Adriana Gizzi – 6th
Science- Katia Shortt – 8th	Science- Thomas Lovell – 7th	Science- Erica Reynoso – 6th
S.S.- Andrea Torres – 8th	S. S.-Zulma Garcia- Pillot – 7th	Kathleen O'Keefe – ML
		Kendra O'Brien – Hall Monitor

f. ESY Summer School appointments:

Teachers	
Bell	Teresa
Burke	Heather
Cacho-Zuniga	Lurbin
Capobianco	Olivia
Civitello	Rachel
Clemente	Nera
Coleman	Lavern
Dail	Chantell
Delano	Teresa

Huyghue	Luz
Kowal	Michelle
Krafick	Kimberley
Mancini	Laure-Lyne
Marcellus	Martine
Marchetti	Michele
Padua	Maria
Parker	Devonne
Piccolo	Carla

D'eredita	Joshua
Doyle	Elisabeth
Facchini	Alexandra
Felton	Margaret
Frigo	Mark
Geci	Rayae
Grendzinski	Katie
Guido	Alexandra
Harris	Latonia
Hibbert	Alethia
Social Workers	
Flematti	Jessica
McAlinden	Patricia

Plachcinski	Stephany
Quintana	Carolyn
Scarduzio	Aimee
Scrivano	Cynthia
Shine	Christine
Taylor	Jamie
Tsekas	Jerry
Sp/Lang. Path.	
Fay	Heidi
Murphy	Jame

Paraprofessionals		
Alicea	Luz	Para 2
Alonso	Miriam	Para 1
Anthony	Kayla	Para 1
Arias Bernanbel	Carmen	Para 1
Bascetta	Renee	Para 1
Bermudez	Jarielitza	Para 2
Biolo	Judy	Para 2
Blasl	Alissa	Para 2
Borgos	Danielle	Para 2
Byrd	Shana	Para 2
Canfield	Kelly	Para 1
Cipriano	Lisa	Para 1
Clark	Naima	Para 2
Colangelo	Sharon	Para 1
Cosme	Iris	Para 2
Daily	Emily	Para 2
Delgado	Joel	Para 2
Diaz	Mildred	Para 1
Diaz	Katty	Para 1
Dulo	Majilinda	Para 2
Dunlap	Laura	Para 2
Dupre	Tamika	Para 2
Edwards	Janay	Para 2
Evans	Marlene	Para 1
Falzarano	Kathleen	Sign Lang. Inter./Para 1
Farina	Cheryl	Para 2
Fields	Jamesina	Para 2
Franks	Kendra	Para 2
Fuentes	Sonia	Para 1
Geary	Julie	Para 2
George	Kendra	Para 2
Gibson	Karri	Para 2

Paraprofessionals		
Lacy	Simone	Para 2
Lafountain	Amy	Para 2
Lathan-Eady	Lanita	Para 2
Levett	Latanya	Para 2
Lewis	Minasia	Para 1
Lopez	Marlene	Para 1
Lopez	Elvira	Para 1
Manning	Robert	Para 2
Marino	Janice	Para 2
Martinez	Sally	Para 1
Martinez	Joseph	Para 2
McKinnon	Kevaun	Para 2
Melo	Adelyn	Pare 1
Morrison	Dana	Para 1
Morrison	Dana	Para 1
Mullen-Ginyard	Vickie Mullen	Para 1
Nadimi	Candace	Para 2
Nazario	Jasmine	Para 2
Newman	Jessie	Para 1
Nowell	Delores	Para 2
Oley	Mary Beth	Para 1
Painter	Cynthia	Para 1
Perniciaro	Laura	Para 1
Perniciaro	Laura	Para 1
Pruden	Azhia	Para 2
Ramos	Kathleen	Para 2
Rinaldi	Lori Rae	Para 2
Rivera Rodriguez	Maria	Para 2
Rodriguez	Arwen	Para 2
Rosa	Michelle	Para 2
Samaha	Mary	Para 2
Shanahan-Petitti	Brittany	Para 2

Graham	Doreen	Para 2
Hardy	Paula	Para 1
Heady	Sandra	Para 2
Hicks	Uniquewa	Para 1
Johns	Jasmine	Para 2
Johnson	Mariah	Para 2
Johnson	Tyasia	Para 2
Kasidas	Karrie	Para 1
Kean	Michelle	Para 2
Kelolli	Albana	Para 2
Kociszewski	Kristina	Para 2
Kunkel	Jaclyn	Para 2

Shukaitis	Michael	Para 1
Solano	Barbara	Para 2
Turner	Gina	Para 1
Van Stone	Emily	Para 2
Williams	Shanice	Para 2
Yates	Lashuan	Para 2
Yates	Derek	Para 1
Yeasmin	Shahida	Para 2

g. Teacher transfers effective as listed:

Immediate INVOLUNTARY transfers 2025-2026 SY school year (CORRECTION)				
LAST	FIRST	FROM: Previous School Location	TO: New School Location	EFFECTIVE
Kenney	Cristina	WMS Guidance Counselor	CHS Guidance Counselor	02/05/26
Hasemann	Erich	WMS SEL Counselor	WMS Guidance Counselor	02/05/26
Phillips	Janet	Maloney Elementary VP	Wilson Elementary VP	04/02/26

h. Resignations:

Name	*Assignment*	*Effective*
Bailey, Teri	WMS/Art Teacher	06/30/26
Burgess, Jared	Duggan/English grade 8	06/30/26
Doran, Elizabeth	Bucks Hill/Library Media Specialist	06/30/26
Hudson, Giovanna	Kingsbury/Grade 2	06/30/26
Johns, Wendy	Director of Pupil Services	06/30/26
Johnson, Joseph	Assistant Superintendent	05/15/26
Kurker, Kellie	WHS/PE-Health	06/30/26
Nealy, Lashonda	Chase/Grade 2	06/30/26
Smith-Price, Marceon	Sprague/Grade 5	06/30/26

i. Retirements:

Name	*Assignment*	*Effective*
Albini, Nicholas	Chief Operating Officer	06/30/26
Draus, Lynn	DW/Teacher of Visually Impaired	06/30/26
Kruse, Margaret	Bucks Hill PreK/Special Ed	06/30/26

EXECUTIVE SESSION - discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee and discussion concerning pending claims and/or pending litigation.

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk

#1

EDUCATORS RISING

Student Presenters:

- **Coraly Rodriguez-Rodriguez**
  2025–2026 Assistant to the President, Edrising CT State Student Cabinet Member, Waterbury Career Academy H.S.

- **Roselyn McLaughlin**
  2025–2026 Vice President of Service, Edrising CT State Student Cabinet Member, Waterbury Career Academy H.S.

Educators Rising- is a national student organization dedicated to developing future educators through leadership opportunities, hands-on teaching experiences, and professional skill-building.

- **Benefits to the district.**
- **Our role as a CTSO- (CAREER AND TECHNOLOGICAL STUDENT ORGANIZATION)**
- **Student Opportunities and Program Impact both on our school program and at the state level.**

- What are the new things our amazing students have done and learned to become part of our school's WCA Edrising Program.

- Fundraising challenges our Edrising WCA program faces.

- How can our district support us?

LAST ANNOUNCEMENT!

Hope you enjoy our presentation, and if you have any questions, please feel free to ask!

#2

WATERBURY PROMISE

THERE IS POWER IN OUR PROMISE!

BUILDING A GENERATION OF COLLEGE GRADUATES AND TRANSFORMING OUR COMMUNITY

Kelonda Maull, Executive Director

WATERBURY PROMISE

Your Path. Our Promise. A Brighter Future.

Building a Generation of College Graduates and Transforming Our Community



https://youtu.be/AeOUvimsy1s?si=i7acu3uiMEDEqT2D

Waterbury Promise has Disbursed over $2.7M in Last-Dollar Scholarships

MORE THAN JUST A SCHOLARSHIP!

WP Core Services

College Access: High school student and family engagement, FAFSA and AACTUS completion, college tours/fairs, info sessions, college transition support

College Success: One-on-one coaching, financial, academic & social-emotional supports, connections to resources, emergency funding, community-building, social events

Career Readiness: Skill-based workshops, job shadowing & internship placements, mentorships

Realizing **95%** **College Persistence Rate** & **93%** **Program Retention**

$5,000 University Grant

UCONN HUSKIES

Eastern Connecticut State University Warriors

Quinnipiac University

Post University EST. 1890

Scholarship Awards at/up to $25,000

University of New Haven

University of Bridgeport

Albertus Magnus College 1925 2025 100th Anniversary

University On-Campus Support Services

Western Connecticut State University

Southern Connecticut State University

Students can receive up to $20,000 in Scholarship Funding and Additional Matching Grants from our Partners!

Waterbury Promise By The Numbers

800+ Scholars

Class of 2026 Waterbury Breakdown by Eligibility

Schools	Total Eligible
Crosby HS	74
Enlightement	0
Kennedy HS	55
Waterbury Arts Magnet HS	47
Waterbury Career Academy HS	106
State Street HS	0
Wilby HS	29
Kaynor Tech HS	89
Holy Cross HS	38
Total	**438**

Enrolled Waterbury Promise Scholars Breakdown by High School

HIGH SCHOOLS	Cohort 2022	Cohort 2023	Cohort 2024	Cohort 2025	Total
Waterbury Public Schools	117	156	171	228	444
Kaynor Tech HS	21	31	34	45	86
Holy Cross High School	12	11	26	28	49
	150	**198**	**231**	**301**	**880**

Top Feeder Colleges/Universities

1. **UConn**
2. **CT State NVCC**
3. **SCSU/CCSU**
4. **UNH**
5. **University of Hartford**
6. **Post University**
7. **ECSU**
8. **University of St. Joseph**
9. **Wesleyan University**
10. **Western CT State University**

Waterbury Promise

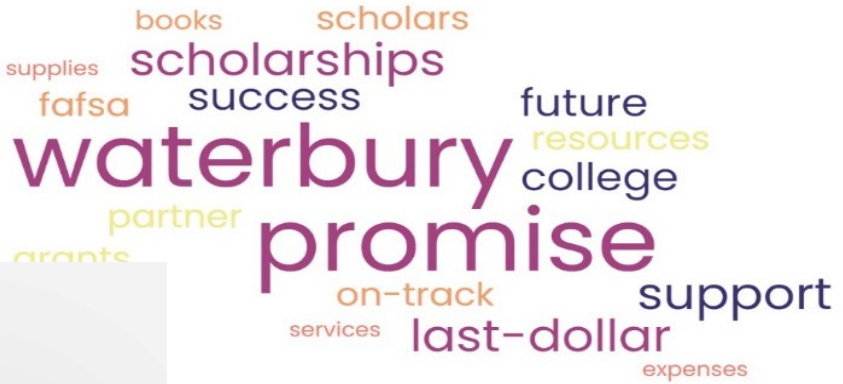
The Promise Team has successfully bridged partnerships across state, local, and regional public and private sectors, expanding our impact and reach.



- **Strategic Goals**
- **Partnerships**
- **Career Readiness Programming leads to the future of the CT Workforce**

THANK YOU!





Follow us on Social Media

- **Facebook**
  @WaterburyPromise
- **Instagram**
  @WaterburyPromise
- **LinkedIn**
  @WaterburyPromise

DRAFT

#3

2025-2026

WATERBURY PUBLIC SCHOOLS

2025-2026
School Calendar

July

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

13th - 15th - Administration Professional Learning
18th - 19th - New Teacher Orientation - 7hr.
20th - Professional Development Day - 7hr.
21st - Professional Development Day - 7hr.
22nd - Professional Development Day - 7hr.
25th - First Day of School

5 Days

September

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1st - Labor Day - No School
3rd - CN Early Dismissal / PD Day
10th - Open House H.S. / Elementary 5-7 pm - Early Dismissal
10th - M.S. Teacher Collaboration / PD - Early Dismissal
17th - Open House M.S. 5-7pm - Early Dismissal
17th - H.S./Elementary Teacher Collab. / PD - Early Dismissal
22nd - Rosh Hashanah - Jewish Holiday
24th - CN Early Dismissal / PD Day

20 Days

October

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1st - Yom Kippur - Jewish Holiday
1st - CN Early Dismissal / PD Day
8th - Professional Development - 7hr. - No School
13th - Columbus Day/ Indigenous Peoples' Day - No School
15th - CN Early Dismissal / PD Day
22nd - CN Early Dismissal / PD Day
29th - CN Early Dismissal / PD Day
29th - End of the 1st MP: HS/MS/Elementary

21 Days

November

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

4th - Election Day - No School
5th - CN Early Dismissal / PD Day
7th - HS/MS/Elementary Grade Submission Ends - 9am
11th - Veterans Day - No School
12th - CN Early Dismissal / PD Day
19th - CN Early Dismissal / PD Day
21st - Pre-K & Kindergarten - End of the 1st MP
26th - Thanksgiving Recess -Early Dismissal
27th & 28th - Thanksgiving Recess - No School

16 Days

December

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

3rd - Pre-K & Kindergarten - 1st MP Grade Submission Ends - 9am
3rd - Parent Conference Elementary 5-7pm - Early Dismissal
3rd - Parent Conference H.S. 5-7pm - Early Dismissal
3rd - M.S. Teacher Collaboration /PD - Early Dismissal
10th - Pre-K & Kindergarten - Distribute 1st MP Report Cards
10th - Parent Conference M.S. 5-7pm - Early Dismissal
10th - H.S. & Elementary - Teacher Collab/PD - Early Dismissal
17th - CN Early Dismissal / PD Day
24th - 31st - Winter Recess - No School

13 Days

January

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1st- New Year's Day - No School - 2nd - Winter Recess - No School
5th - School Resumes
6th - Three Kings Day - No School
7th - CN Early Dismissal / PD Day
16th -23rd - Midterm Exams - Early Dismissal - H.S. Only
23rd - End of the 2nd MP: HS/MS/Elementary
19th - Martin Luther King Jr. Day - No School
14th, 21st, 28th - CN Early Dismissal / PD Day

16 Days

February

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

2nd - HS/MS/Elementary Grade Submission Ends - 9am
9th - Distribute 2nd MP Report Cards - HS/MS/Elementary
4th - Professional Development Day - Early Dismissal
11th - CN Early Dismissal / PD Day
16th - Presidents Day - No School
17th - Lincoln's Day (Observed) - No School
18th, 25th - CN Early Dismissal / PD Day

15 Days

March

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

4th - Professional Development Day - Early Dismissal
11th, 18th - CN Early Dismissal / PD Day
13th - Pre-K & Kindergarten - End of the 2nd MP
20th - Eid al-Fitr Muslim - No School Students - PD Day Staff
24th - Pre-K & Kindergarten - 2nd MP Grade Submission Ends - 9am
25th - CN Early Dismissal / PD Day
31st - Pre-K & Kindergarten - Distribute 2nd MP Report Cards

20 Days

April

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

3rd - Good Friday - No School
6th - 10th Spring Recess - No School
13th - End of the 3rd MP: HS/MS/Elem
15th - Parent Conference HS & Elementary 5-7pm - Early Dismissal
15th - M.S. - Teacher Collab. /PD -Early Dismissal
21st - Grade Submission Ends - 9am
22nd - Parent Conference M.S. 5-7pm - Early Dismissal
22nd - H.S. & Elementary - Teacher Collab/PD - Early Dismissal
27th - Distribute 3rd MP Report Cards
29th - CN Early Dismissal / PD Day

16 Days

May

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

6th - Professional Development Day - Early Dismissal
13th - CN Early Dismissal / PD Day
20th - CN Early Dismissal / PD Day
25th - Memorial Day - No School
27th - CN Early Dismissal / PD Day

20 Days

June

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

** Pre-K - 8th - Grades due 5 days before last day
** Pre-K - 8th - Distribute Report Cards on last day
** H.S. Grade submission ends on last day
18th - Last Day of School - Depending on Weather- Early Dismissal
19th - Juneteenth

14 Days

Prepared by the Computer Technology Center

176 School Days

Full Day Professional Development Day- No School
Early Dismissal Professional Development Day
Commissioner's Network (CN) Early Dismissal/PD Day
Crosby, Kennedy, Wilby and West Side
School Closed
School Day

BOE Approved March 19th 2026

NEMS and Wallace have a CN Early Dismissal only on the following days: 10/1, 10/22, 11/5, 11/19. 12/7, 1/14/, 1/28, 2/25, 3/18, 5/20
Crosby,Kennedy HS, Wilby HS, West Side MS- Early Dismissal for All CN days

2025-2026

WATERBURY
PUBLIC SCHOOLS

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

#4

To: Board of Education

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

Date: April 29, 2026

Re: Board of Education Approval Request for MOU Trinity Health d.b.a St. Mary's Hospital - Executive Summary

The Academic Office/Education Department respectfully requests your approval for the above-referenced contract to continue our partnership with St. Mary's Hospital. This contract was initiated as a sole source after approval. Under this contract/MOU, all Certified Nurse Assistant students within Waterbury Public Schools can complete clinical hours to meet the Department of Public Health CNA requirements.

The 5-year Contract/MOU is effective on the date signed by the Mayor. There are no costs associated with this contract.

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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Carole Sullivan
File:

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement ("Agreement") is entered into by and between **Trinity Health Of New England Corporation, Inc.,** a Connecticut not-for-profit corporation ("Organization") and **City of Waterbury, Waterbury Department of Education** ("School"), on **April 13, 2026** (the "Effective Date").

WHEREAS, School offers a course of education in the programs set forth on Exhibit A (the "Programs") which requires that School's enrolled students (each, a "Student", and collectively, the "Students") receive educational experience as part of their professional preparation;

WHEREAS, Organization has an interest in, and resources for, providing an educational experience consistent with School's requirements; and

WHEREAS, School wishes to affiliate with Organization for the purpose of allowing qualified students to obtain such educational experience.

NOW, THEREFORE, the parties agree as follows:

I. SCHOOL DUTIES

A. Education Experience. School shall plan and administer the educational requirements to satisfy the requirements of all applicable laws, regulations and licensing or supervising agencies.

B. Student Records and Family Education Rights and Privacy Act ("FERPA"). School shall maintain all educational records and reports relating to Student's clinical training at Organization. School shall comply with the requirements of FERPA and shall have direct control over Student records for purposes of FERPA. Since Organization is not an "educational agency or institution" nor does it receive funding from the Secretary of Education of the United States of America, the School is solely responsible for FERPA compliance. School is responsible for all record keeping related to any required documentation of Organization's access to student records and/or School's disclosure of personally identifiable information from student records to Organization or to other third parties without the eligible Student's written consent. School further acknowledges that it has adopted a FERPA policy and issues an annual notification to eligible students as required by FERPA.

C. Supervision. School shall be responsible to supervise or arrange for the supervision of all Students in accordance with pertinent laws and regulations, which supervision may or may not be on site. All student observations and/or educational experience at Organization shall be subject to the approval of the Organization.

D. Training. School shall screen its Students for training, background, basic skills, professional ethics, attitude, behavior and experience and shall recommend for placement in the Organization education experience program only those

Students who meet the requirements for participation established by the School and the Organization.

E. Policies. School shall assure that Students are informed that they must comply with the policies, procedures, laws, standards, bylaws and rules and regulations of Organization and its affiliates at all times, provided Organization shall be responsible for making available Organization-specific policies, standards, bylaws, rules and regulations to Student.

F. OSHA Training. Students and School Faculty/Staff involved in the educational experience with Organization shall document appropriate training concerning applicable OSHA requirements, including without limitation, blood borne pathogens.

G. Background Check. School shall ensure that all Students assigned to the Organization undergo a criminal background check prior to the start of their placement. The background check must:

- Be conducted by a qualified third-party vendor, and may include fingerprinting, if required by the Organization based on the Program.
- Include, at a minimum, a search of federal, state, and local criminal records.
- Comply with applicable federal and state laws, including the Fair Credit Reporting Act (FCRA).

The School shall be responsible for:

- Verifying that students meet the Organization's background screening criteria and attesting to the verification in Exhibit C.
- Maintaining documentation of completed background checks and providing confirmation to the Organization, upon request.
- Notifying the Organization of any findings that may affect a Student's eligibility for placement.

Organization reserves the right to deny or terminate a Student's placement based on the results of the background check, in accordance with its policies and applicable law.

Any felony conviction within the previous five (5) years, and certain other convictions regardless of the length of time since conviction, may preclude a Student from being accepted. Other situations will be considered on a case-by-case basis, taking into account risks to patients, employees, and the organization.

H. HIPAA Training. School shall ensure that all Students and Faculty participating in clinical education experiences at Organization receive training on the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and applicable state privacy laws. Prior to beginning any clinical activities, Students and Faculty must:

- Complete HIPAA training based on the Program in accordance with School's curriculum.

- Agree to comply with all applicable Organization policies and procedures regarding patient privacy and data security.

The Organization reserves the right to provide additional HIPAA orientation or require completion of its own training modules as a condition of participation.

I. Confirmation of Eligibility and Health Certification of Students and Faculty/Staff Who Are Present at Organization. An authorized representative of School will sign Exhibit C prior to each new Student or Faculty/Staff starting with Organization. School and Organization Program Liaisons will determine whether School must sign Exhibit C for each Student and Faculty/Staff, or if Exhibit C may be signed once with an attached list of covered Students and Faculty/Staff.

1. By signing Exhibit C, School attests that it has viewed proof that Students and Faculty/Staff assigned to Organization have

   a) satisfactorily passed the background check referenced in Paragraph I.G.;
   b) no active communicable diseases;
   c) the physical and mental ability to perform assigned tasks safely and effectively
   d) within the last twelve (12) months, completed and passed a Tuberculin skin test (or Quantiferon blood test) or completed a Tuberculin Assessment Form if previous Tuberculin test was positive;
   e) Proof of immunity or vaccinations as required by the Organization and provided to School based on Program, including but not limited to MMR, Varicella, Hepatitis B, and Tdap. Influenza and Covid-19 vaccinations strongly encouraged.
   f) Completed other requirements as may have reasonably been requested by Organization.

2. If Students or Faculty/Staff have a religious or medical exemption to any of the above vaccinations, School is required to note that School has approved an exemption in Exhibit C for the Student or Faculty/Staff member. School shall inform Students and Faculty/Staff that proof of vaccination or exemption may be requested by Organization at any time while Student and/or Faculty/Staff are present in Organization facilities and that such proof must be immediately presented to Organization upon request;

3. Additional Training Site requirements may be applicable and will be communicated to School in writing by that site. Organization may, at its discretion, modify these requirements from time to time.

4. In the event of an infectious disease outbreak or public health emergency, Organization may impose additional health requirements or restrictions.

School shall ensure that Students comply with such requirements as condition of continued participation in clinical activities.

J. Confidentiality. School will advise all Students assigned to Organization regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. School will also advise all Students that the confidentiality requirements survive the expiration or earlier termination of this Agreement.

K. Notification. School shall notify the Organization at least thirty (30) days prior to the date it desires to establish an educational experience for Student. Such notification shall include the names, addresses and other information required in this Section I and the requirements of Student's educational experience at Organization. After opportunity to review each Student's academic and experience record and other information provided by School, Student participation in the education experience at Organization shall be subject to final approval of Organization.

L. Control of Academic Program. School shall have complete control over all academic aspects of the educational experience program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations and discipline.

M. Participation Agreement. School shall require and ensure that each Student selected to participate in the educational experience at Organization signs the "Student Participation Agreement" attached hereto and incorporated herein as Exhibit B. School will provide signed Exhibit B forms for each student and will provide to Organization prior to the student arriving for an educational experience.

N. Personal Protective Equipment ("PPE"). School will advise each Student and School Faculty/Staff that they will be required to wear appropriate PPE which is approved by Organization. Use of PPE will be in accordance with Organization guidance, such guidance adheres to CDC and state requirements.

O. Nurse Anesthesia Program Accreditation Site Visit. In the event Organization has agreed to accept students in a nurse anesthesia program, Organization will take action, consistent with applicable laws, to ensure the Council on Accreditation of Nurse Anesthesia Educational Programs ("COA") has access to the information necessary to perform its accreditation functions. Consistent with applicable laws, including HIPAA, Organization will make such information available to COA.

II. ORGANIZATION DUTIES

A. Professional Experience. Organization shall provide Students with supervised educational experience appropriate for up to such number of Students and educational experience contact hours per semester as agreed upon by the parties. The educational experiences shall be outlined in the form of attached hereto as

Exhibit A. Organization shall provide the appropriate use of its facilities by Students enrolled in School or otherwise provided by School.

B. Participation. During educational experiences, Students shall be permitted to participate in professional services at the Organization's facilities under the supervision of the appropriate professional staff of the Organization and the School. The scope of Student's participation will be determined by the applicable Organization policies and to the extent permitted by law and at discretion of Organization staff.

C. Emergency. In the event of an emergency, or when required, Organization shall have the right to temporarily relieve or remove a Student from a specific assignment.

D. Student Removal. Organization, in its sole discretion, may immediately remove from its premises, and suspend or terminate the participation of, any Student in any education experience governed by this Agreement if Organization determines that Student failed to observe applicable policies, procedures, rules, regulations or the instruction of Organization supervisors. Organization will immediately notify School of any such removal, suspension, or termination.

E. Laws. Organization shall comply with all applicable laws and regulations.

F. Non-Teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Organization medical staff from designating any patient as a non-teaching patient.

G. Right of Refusal. No provision of this Agreement shall prevent Organization from refusing to accept any Student who has previously been discharged for cause as an employee of Organization, who has been removed from or relieved of responsibilities for cause by Organization, or who would not be eligible to be employed by Organization. Organization shall notify School in writing of its refusal to accept a Student and the basis for the refusal; School shall not thereafter submit such Student for clinical experience at Organization. Each Organization shall retain the right to decline the assignment of Students from School at any time for operational reasons.

H. Patient Care. Organization shall maintain responsibility for patient care.

I. Facilities. Organization shall provide reasonable access to conference room space and dining facilities for Students and Faculty/Staff as necessary. Organization shall supply, to the best of its ability, to Students and Faculty/Staff, emergency medical care or, if advisable, a prompt referral to the nearest appropriate medical facility in any emergency requiring medical attention.

J. Student Information. To the extent Organization receives or accesses personal information about Students, Organization will keep such information confidential, only use such information as contemplated by this Agreement and protect such information in the same manner in which it protects Organization

employee information. The parties agree that the City of Waterbury Student Data Privacy Terms of Service Addendum as required by Connecticut General Statutes §§ 10-234aa through 10-234dd is incorporated into this Agreement and made part hereof. (See attached Addendum)

III. MUTUAL DUTIES

A. Student Assignment. The School and Organization shall mutually agree upon the type (physical therapy, nursing, social work, etc.), of Programs, number of Students from each Program that may rotate in Organization at any given time, assignment of Students to particular Organization facilities, and other key aspects of the educational experience. Only designated individuals from Organization may authorize Organization's participation in a specific Program and agree to the number of Students.

B. Non-discrimination. No Student shall, on the grounds of race, color, sex, creed, age, or national origin be excluded from participation in, be denied the benefits of, or be subject to unlawful discrimination under any provision of this Agreement. Each party agrees to treat qualified disabled Students without discrimination based upon their physical or mental disability in all educational activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of School.

C. Liaison and Supervision Requirements. Each party will appoint a liaison ("Program Liaison") to serve as a communication link between the parties. Each party will provide qualified and competent individuals in adequate number for the instruction and/or supervision of Students.

IV. RELATIONSHIP OF THE PARTIES

A. Legal Status of Students. It is understood and agreed that Students are enrolled in a professional education program offered by School. Students shall not be deemed or considered to be employees or agents of Organization for any purpose and shall remain at all times Students of School. Students will not be entitled to receive any compensation or benefits from Organization, including, but not limited to, health care insurance, vacation or sick time or any other benefit of employment, directly or indirectly.

B. Independent Contractor Status. It is mutually understood and agreed that Organization and School are, and shall be at all times, performing as independent contractors of each other. Nothing in this Agreement is intended or shall be deemed or construed to create an agency, employer/employee, partnership, franchise, or fiduciary relationship between Organization and School and any relationship between parties is nothing other than that of educational affiliates. Neither party shall have the right to bind the other to any contractual or other obligation.

V. TERM AND TERMINATION

A. Term and Extension Period. This Agreement shall commence on the Effective Date and shall expire on June 30, 2031 ("Expiration Date"). This is the "Term". At the end of the Term, the parties may, by mutual written agreement, agree to extend this Agreement for a period of no more than one (1) year. This is the "Extension Period".

B. Termination by Either Party. During the Term of the Agreement, it may be terminated with or without cause by either party on thirty (30) days prior written notice. Notwithstanding any such termination, all Students already enrolled in and participating in an educational experience pursuant to this Agreement at the time of the notice of termination shall be given a period of time not to exceed the shorter of i) the end of the semester or ii) six (6) months from the date of the notice of termination during which to complete the current course in their educational experience at Organization, during which time the terms of this Agreement shall continue to govern the balance of such Students' education experiences.

C. Termination for Breach. In the event that either party gives notice to the other party that the other party has materially breached any obligation under this Agreement and such breach has not been cured within fifteen (15) days following the giving of such notice, the party giving such notice will have the right to terminate this Agreement immediately.

D. Legal Opinion. If Organization obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, Organization may terminate this Agreement by providing written notice to School. Within ten (10) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.

E. Force Majeure. If either party is unable to perform its duties under this Agreement due to strikes, lockouts, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of a facility or department or any other cause beyond the reasonable control of the party, such non-performing party shall be excused of performance and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. Notwithstanding this provision, a party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) days or longer.

VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

A. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, School and/or Students shall hold all data and information, in any form, which is confidential and proprietary to Organization or its affiliates used or encountered during the term of this Agreement ("Proprietary Information") in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Organization, unless required by law.

B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients and information included in the patient's medical records shall be confidential and shall not be disclosed by the School or Students other than for use in direct patient care unless authorized in writing by Organization or as may be required by law. Without limiting the foregoing, School agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and its related regulations ("HIPAA").

C. Records. Organization shall have custody and control of all medical records and charts in patient files. Neither School nor Student may remove or copy such records except with written permission of Organization.

D. Studies and Research. School and/or Student shall submit to Organization for review and approval all reports, projects, theses, and publications based upon studies and research (including subject recruitment) arising out of or directly related to the cooperative education experience prior to release. Approval of the Organization shall not be unreasonably withheld.

E. Ownership of Work. School acknowledges that Organization intends that any and all work product created or developed by Students in the performance of their educational experience under this Agreement shall be the sole and exclusive property of Organization. School hereby agrees it claims no intellectual property right of any kind and further irrevocably conveys, transfers, and assigns to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. School irrevocably waives any and all claims School may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, Student and School may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying or administering School course requirements or otherwise as permitted by Section VI(D) above and for no other purpose.

VII. INDEMNIFICATION AND INSURANCE

A. Indemnification. Unless otherwise prohibited by law (in which case neither party assumes any costs, expenses or liabilities of the other party nor waives any defenses available to it), each party shall, to the extent permitted by applicable state law, indemnify, defend and hold harmless the other party, including, but not limited to, their officers, employees, directors and agents (collectively, the "Indemnified Party"), from and against all liability, claims, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from their acts and omissions in the performance of their duties and obligations under this Agreement. In such an event, the Indemnified Party shall have the option either of providing its own defense for which Indemnifying Party shall promptly pay the Indemnified Party its reasonable cost and expenses or the Indemnified Party may tender the defense to the Indemnifying Party, which shall assume it.

B. Notification. Each party shall notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on the services provided under this Agreement.

C. Professional Liability Insurance. School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate professional liability insurance coverage with policy limits of not less than $1,000,000 per claim/occurrence and $3,000,000 aggregate per year. If School is legally prohibited from procuring insurance and participates in an applicable state sponsored insurance or tort claims program, then the terms of such state sponsored program shall apply in lieu of the terms herein pertaining to professional liability insurance policies.

D. General Liability Insurance. School shall not assign any Students or instructors to Organization until the instructors and Students can demonstrate general liability insurance coverage with policy limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate per year, adding the Organization as an additional insured with respect to this Agreement.

E. Workers Compensation Insurance. School shall not assign any Faculty/Staff to Organization until the School can demonstrate workers compensation insurance in amounts required in accordance with applicable laws within the state where the educational experience is being performed.

F. Automobile Liability. If Faculty/Staff are required to travel to Organization's premises to fulfill School's obligations under this Agreement, School shall ensure Faculty/Staff have and maintain Automobile Liability insurance with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars ($1,000,000) for any one accident or loss. Organization must be included as an additional insured at all times during the term of this Agreement or any extension thereof.

G. Student Automobile Liability. School will inform Student that it is the responsibility of each Student participating in the education experience at Organization to have Automobile Liability coverage pursuant to statutory requirements, if said Student operates a vehicle on Organization's premises.

H. Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extended reporting period coverage ("tail") is required.

I. Student Health Insurance. School will inform Student that it is the responsibility of each Student participating in the education experience at Organization to have health insurance to cover emergency health care for illnesses or injuries resulting from the student's field experience at Organization. It shall be the responsibility of the student to provide payment or adequate health insurance coverage for such emergency care and any subsequent care. Organization may require each Student to provide proof of insurance prior to beginning the education experience with Organization and upon request thereafter.

J. Proof of Insurance. School shall provide Organization Facilities with updated certificates of insurance upon request to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to Organization.

K. Organization Insurance. Organization will maintain professional liability and commercial general liability insurance for itself and its employees, which covers Organization's operations at all sites where services are performed, with limits as follows: General Liability of One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) in the aggregate) Excess/Umbrella Liability of One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate, Professional Liability of One Million Dollars ($1,000,000) per claim or occurrence and One Million Dollars ($1,000,000) in the aggregate. The City of Waterbury and its Board of Education must be listed as an additional insured on a primary and non-contributory basis on General Liability policies at all times during the term of this Agreement or any extension thereof.

VIII. MISCELLANEOUS

A. Governing Law. The laws of the state where the services are to be performed govern this Agreement.

B. Venue. Venue shall be proper only in the jurisdiction where the services were performed or delivered.

C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by each of the parties.

D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute a waiver.

E. Reformation. The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision may be changed to the extent reasonably necessary to make the provision, as so changed, enforceable.

F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired but will remain binding in accordance with their terms.

G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to Organization or School at the addresses below or upon actual receipt by the other party. Facsimile notices shall be delivered during the receiving party's normal business hours and shall be effective only if the sending party maintains written confirmation of facsimile receipt. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

Organization: Trinity Health Of New England Corporation, Inc.
1000 Asylum Avenue
Hartford, Connecticut 06105
Attn: President and Chief Executive Officer

Copies to: Trinity Health Of New England Corporation, Inc.
114 Woodland Street
Hartford, Connecticut 06105
Attn: General Counsel, Department of Legal Services

Trinity Health Of New England Corporation, Inc.
114 Woodland Street
Hartford, Connecticut 06105
Attn: Angie Boratgis, Manager, Medical Education

Trinity Health
20555 Victor Parkway
Livonia, MI 48152-7018
Attn: Legal Department

School: Waterbury Public Schools
236 Grand Street, Chase Building, 1st Floor
Waterbury, Connecticut 06702
Attn: Michael Merati / mmerati@waterbury.k12.ct.us

Copy to: Office of Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, Connecticut 06702

I. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third-party beneficiaries.

J. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.

K. Entire Agreement. This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.

L. Assignment. This Agreement may not be assigned, except by Organization to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

M. Counterparts. This Agreement may be executed by the exchange of faxed executed copies, certified electronic signatures or copies delivered by electronic mail in PDF or similar format, and any signature transmitted by those means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

IX. CITY REQUIRED PROVISIONS - References in this Section to "City" shall bear the same meaning as "School"

A. Prohibition Against Gratuities and Kickbacks {§39.042 of City's Code of Ordinances)

1, 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 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.

2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

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

B. **Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).** The signatories to this Contract hereby represent 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.

Trinity Health Of New England Corporation, Inc.	**The City of Waterbury**
Signature:	Signature:
Printed Name: Antonio Perugino	Printed Name:
Title: Vice President and CFO	Title:
Date: April 6, 2026	Date:

REVIEWED
Trinity Health Of New England
Department of Legal Services
Louren Moss
04/02/2026

EXHIBIT A
Programs

Discipline	**Sites**	**TH Of NE Contacts (name and email)**	**School Contacts (name, title, and email)**
Certified Nurse Assistant	Saint Mary's	Christa Pelletier Christa.pelletier@trinityhealthofne.org	**Kennedy High School** Michael Merati Supervisor of Career and Technical Education mmerati@waterbury.k12.ct.us
Certified Nurse Assistant	Saint Mary's	Christa Pelletier Christa.pelletier@trinityhealthofne.org Lisa Roy Lisa.roy@trinityhealthofne.org	**Wilby High School** Michael Merati Supervisor of Career and Technical Education mmerati@waterbury.k12.ct.us **Crosby High School** Michael Merati Supervisor of Career and Technical Education mmerati@waterbury.k12.ct.us

EXHIBIT B
Student Participation Agreement

I,_____("Student"), in consideration of participating in the education
(print name)
experience program provided by _____
("Organization"), through my participation in Organization's training program, hereby agree to the following:

1. I will comply with all applicable, policies, procedures, rules and regulations of Organization, and the instructions of Organization supervisors, including but not limited to, those governing patient confidentiality, cell phone use, and automobile insurance in the event I will be driving on Organization property. I will further observe professionally appropriate modes of dress, behavior and grooming at all times.

2. I will participate in education and training opportunities in accordance with the instructions of Organization supervisors.

3. I understand and acknowledge that Organization has the right to take certain actions, including but not limited to, the right to suspend or terminate me from, or limit my participation in, the education experience program, or to evaluate me unfavorably, if in its exclusive judgment I have failed to observe applicable policies, procedures, rules, regulations, or the instructions of Organization supervisors, or have compromised the standard or quality of patient care or the safety of patients, or for other reasonable cause, including the failure to follow appropriate modes of dress, grooming and behavior. I hereby voluntarily release Organization and its directors, officers, employees, agents and representatives from any and all liability based on such actions.

4. I acknowledge that the educational experience received by me from Organization shall be received as a student at _____
(insert school name)
as a part of my professional training, and not as an employee of Organization. I understand that as a participant in this educational program, I shall not be entitled to compensation or employee benefits, nor shall I be considered an employee of Organization for purposes of unemployment compensation, minimum wage laws, workers' compensation, income tax withholding, Social Security benefits, or any other purpose or benefit.

5. I understand that any and all work product created or developed by me in the performance of my educational experience program at Organization shall be the sole and exclusive property of Organization and that I agree to abide by Organization's policies and procedures in such regard. I hereby irrevocably convey, transfer, and assign to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. I irrevocably waive any and all claims I may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, I understand I may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying School course requirements and for no other purpose.

6. I understand and acknowledge _____
(insert school name)
shall have complete control over all academic aspects of the educational program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations and evaluations. I hereby voluntarily release Organization and its directors, officers, employees, agents and representative from any and all liability based on such actions.

7. I understand Organization requires that I submit proof of immunizations to my School prior to the start of my educational experience at Organization. I understand also failure to submit such proof or receive a religious or medical exemption as applicable from my School will prohibit me from participating in an educational experience at Organization. Immunizations I must submit proof of receiving may include: TB (or negative screening), Mumps, Rubella, Rubeola, Varicella Zoster, Hepatitis B Vaccine, and Influenza. I understand that vaccines which are, or may be, seasonal in nature must be current prior to the start of my educational experience.

8. I have reviewed the Patient Rights Information.

9. I have read this Participation Agreement carefully and have had sufficient opportunity to ask questions and any of my questions were answered to my satisfaction before signing it.

_____ _____
Student's Signature Date

_____ _____
Guardian Signature if Student is a minor Date

EXHIBIT C
Educational Experience and Health Certification Form

Student/School Information	**Organization Supervisor/Preceptor Information**
Student Name:	Preceptor Name:
Telephone:	Site:
School:	Title:
Rotation Dates:	Department:
Projected Education Experience Hours:	Phone:

Based on the information we have obtained on the above-named Student or Staff/Faculty, we are making the following determination:

☐ Yes, the Student or Staff/Faculty has completed a criminal background check and is cleared to participate in the program.

☐ Yes, the Student or Staff/Faculty has completed the required health screenings/vaccinations or School has granted a medical or religious exemption for vaccination and the Student or Staff/Faculty is cleared to participate in the program.

I personally reviewed the Background Check, Health Screening, and Immunity/Vaccination information and attest that each Student and Staff/Faculty meet the requirements set forth by Organization. I also confirm other expectations set forth in this Agreement have been shared with Students. I am authorized to sign this document on behalf of School.

_____

Print Name, Role/Title with School

_____ _____

Signature Date

#5

WATERBURY
PUBLIC SCHOOLS

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

To: Board of Education / Board of Aldermen

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

Date: April 30, 2026

Re: Board of Education / Board of Aldermen Approval Request for Amendment - Teacher Training Curriculum - PDK International Amend 2 - Executive Summary

The Academic Office/Education Department respectfully requests approval of the above-referenced Amendment to extend the expiration date of the City's Contract with PDK International, Inc. for Teacher Training Curriculum from June 30, 2026, to June 30, 2027, at an additional cost of $20,000

The original Contract was initiated under Request for Proposal No. 6636 ("RFP #6636"). Under this contract, PDK International, Inc. will provide Education Pathway students with standards-based curriculum. Curriculum materials and professional learning include instructional materials, resources for student clinical experiences, teacher leader training, support, and student micro-credentials.

The Amendment extends the contract term for one (1) year, and the project will be funded by the Carl Perkins Grant in the amount of $20,000.

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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Kristen Nelson
File: ED Rising - PDK International Amend 2

AMENDMENT NO. 2
TO THE
PROFESSIONAL SERVICES AGREEMENT
RFP No. 6636
for
Teacher Preparation Courses
between
The City of Waterbury, Connecticut
and
Phi Delta Kappa International, Inc., D.B.A. Educators Rising

THIS AMENDMENT ("Amendment No. 2"), 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 **PHI DELTA KAPPA INTERNATIONAL, INC. d.b.a. EDUCATORS RISING** with a principal place of business located at 1800 M Street NW, Room DCO 405, Washington, DC 20036, a State of Indiana duly registered domestic non-profit corporation (the "Consultant").

WHEREAS, the parties entered into an agreement for the purpose of Consultant providing teacher preparation courses, with related curriculum and professional learning for Waterbury Public School high school students, dated July 30, 2020 (the "Agreement");

WHEREAS, the parties executed Amendment No. 1 on December 16, 2022, extending the term to June 30, 2026 and provide additional compensation;

WHEREAS, the parties are desirous of further amending the Agreement to extend the termination date from June 30, 2026 to June 30, 2027 thereby extending the Contract by one (1) year.

WHEREAS, Paragraph 21 of said Agreement requires that any amendment to said Agreement must be in writing and agreed to and executed by the City and Consultant.

NOW THEREFORE, in consideration of the mutual promises and covenants and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

5. Contract Time. Consultant shall commence all work and services required under this Contract on July 1, 2020 and shall complete all work and services required under this Contract by June 30, 2027. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated July 30, 2020, as amended, shall remain in full force and effect and binding upon the parties.

WITNESS:

CITY OF WATERBURY

_____

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

_____

Date: _____

WITNESS:

Eric S. Chen

5/01/2026

PHI DELTA KAPPA INTERNATIONAL, INC., D.B.A. EDUCATORS RISING

By: _____
Name: Albert Chen
Its: Chief Operating Officer

Date: 5/1/2026

#6

Memorandum

To: Board of Aldermen/Board of Education

From: Will Zhuta, Director of IT, Department of Education Computer Technology Center

Date: April 28, 2026

Re: **Board of Aldermen Approval Request / Board of Education**
Executive Summary - Contract for VOIP Maintenance and Support Services between the City of Waterbury and Forerunner Technologies, LLC

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced $591,884.15 contract for Voice over IP Maintenance and Support Services between the City of Waterbury and Forerunner Technologies, LLC.

This contract was initiated under the Request for Proposal process (RFP #8663). The Evaluation Committee reviewed the revised proposals from two qualified vendors and selected Forerunner Technologies, LLC as the most responsible and most economical bidder.

This five-year agreement will ensure the continued reliable operation, security, and functionality of the existing Mitel VOIP telephone system originally installed in 2021. The contract includes:
• Mitel Premium Software Assurance
• Metropolis Call Accounting Maintenance & Support / Upgrades
• Full Hardware Maintenance & Support (including all inclusions listed in the RFP)
• Enterprise SIP Trunk Services (including all taxes, fees, E911, DIDs, etc.)

All requested service clarifications are included at no additional charge (Auto-Attendant changes, out-of-warranty phone replacements, handset/cord replacements up to 200 per year, new extensions when licenses are available, license reassignments, and inter-system troubleshooting between City IT and Board of Education systems). Forerunner is a Mitel Platinum Partner and provides an online ticketing system for tracking service requests.

The contract is structured on a 100% annual payment basis with no upfront or lump-sum payments required, and all pricing is fully fixed for the entire five-year term with no escalations.

The total cost of the project is as follows:

Annual Cost (each of Years 1–5): $118,376.84 **5-Year Total Contract Value: $591,884.15**

This recommendation delivers a savings of approximately $144,776 compared to the other qualified bidder while meeting all City requirements for annual billing.

SERVICES AGREEMENT
RFP No. 8663
For
VOIP MAINTENANCE AND SUPPORT SERVICES FOR MITEL SYSTEM
between
The City of Waterbury,
Connecticut and
Forerunner Technologies, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and FOREFUNNER TECHNOLOGIES, INC., a State of Delaware duly registered domestic corporation (the "Consultant"), with a principal place of business located at 150-M Executive Drive, Edgewood, NY, 11717.

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8663** for **VOIP MAINTENANCE AND SUPPORT SERVICES FOR MITEL SYSTEM**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8663**; 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 the provision of comprehensive maintenance and support services to the City's School District's VOIP network, including preventative maintenance inspections, annual major software upgrades, hardware replacement and on-call and on-site servicing, 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 Addendum #1 to **RFP No. 8663**, dated February 18, 2026, consisting of 1 page, attached hereto;
1.1.2 City of Waterbury **RFP No. 8663**, excluding City forms and sample contract, consisting of 12 pages, attached hereto;
1.1.3 Consultant's Response to **RFP No. 8663**, excluding City forms, consisting of 22 pages, attached hereto;
1.1.4 Consultant's Revised Cost Proposal, entitled "Revised Cost Proposal & Response" consisting of 3 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-Collusion Affidavit, as executed and provided by Consultant, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 Federal, State and local laws, regulations, charter and ordinances
1.2.2 Any Amendment(s) to this Contract
1.2.3 This Contract, consisting of 25 pages
1.2.4 Consultant's Revised Cost Proposal, entitled "Revised Cost Proposal & Response," consisting of 3 pages
1.2.5 Addendum #1 to **RFP No. 8663,** consisting of 1 page
1.2.6 City of Waterbury **RFP No. 8663,** consisting of 12 pages
1.2.8 Contractor's Response to **RFP No. 8663,** consisting of 22 pages

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

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

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

3. Responsibilities of the 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 written reports as requested 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.

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 term of this Contract shall commence on July 1, 2026 and shall terminate on June 30, 2031. ("Contract Term"):

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 Consultant and City, that the Contract Term 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.

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

6.1. Fee Schedule. The fee payable to the Consultant shall be **FIVE HUNDRED NINETY ONE EIGHT HUNDRED EIGHTY-FOUR AND 15/100 DOLLARS ($591,884.15)** for the entire term of the contract and shall not exceed **ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED SEVENTY-SIX AND 84/100 DOLLARS ($118,376.84)** for any one year of the Contract Term and shall be in accordance with Consultant's Revised Cost Proposal & Response and as follows:

Mitel Premium Software Assurance……$45,912.35 per year
Metropolis Call Accounting Maintenance & Support……..…..$7,558.59 per year
Hardware Maintenance & Support……..$47,712.30 per year
Enterprise SIP Trunk Services…….$17,193.60 per year
Total Annual Cost……..…$118,376.84

Total Contract Cost (5 years)……..……..$591,884.15
Sourcewell Pricing Schedule - 120122-MBSSourcewell Pricing Schedule - 120122-MBS

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8663** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu

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

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

8. Indemnification.

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

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

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

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

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

8.6. In the event this Contract and/or the 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

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

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined single limit each accident (CSL)
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:
Employers' Liability (EL):
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit
Consultant 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
$1,000,000.00 Aggregate

9.4.5 Professional Liability Insurance:
$1,000,000.00 each claim.
$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. This section is intentionally left blank.

13. Termination.

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

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

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no

financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

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

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

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make

available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8667** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8667.**

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: Forerunner Technologies, Inc.
150-M Executive Drive
Edgewood, NJ 11717

City: City of Waterbury
c/o Board of Education
236 Grand Street
Waterbury, CT 06702

With a CC to:
Waterbury Office of the Corporation Counsel
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:

_____

_____

CITY OF WATERBURY

By: Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

FORERUNNNER TECHNOLOGIES, INC.

By: Paul Diesu

Its: CEO

May 5, 2026
Date:

May 5, 2026

ATTACHMENT A

1. Addendum #1 to **RFP No. 8663**, dated February 18, 2026, consisting of 1 page, attached hereto;

2. City of Waterbury **RFP No. 8663**, excluding City forms and sample contract, consisting of 12 pages, attached hereto;

3. Consultant's Response to **RFP No. 8663**, excluding City forms, consisting of 22 pages, attached hereto;

4. Consultant's Revised Proposal, entitled "Revised Cost Proposal & Response" consisting of 3 pages, attached hereto;

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

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

7. Certificates of Insurance, incorporated herein by reference;

8. Licenses, incorporated herein by reference;

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

#7

Memorandum

To: Board of Aldermen/Board of Education

From: Will Zhuta, Director of IT, Department of Education Computer Technology Center

Date: April 2, 2026

Re: **Board of Aldermen Approval Request / Board of Education**
Executive Summary - Contract for Copier and Managed Print Services between the City of Waterbury and Canon U.S.A., Inc.

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract with Canon U.S.A., Inc. in the amount of **$400,680 per year** for a five-year period, totaling **$2,003,400** for Copier and Managed Print Services between the City of Waterbury and Canon U.S.A., Inc.

This contract was initiated through the Request for Proposal (RFP #8654) process. After evaluating several bidders, Canon U.S.A., Inc. was determined to be the most responsible bidder, offering the best overall value and the lowest total cost for Waterbury Public Schools.

This contract will provide the Waterbury Public Schools with a cost-effective copier leasing program and managed print solution by:

- Replacing aging equipment with a new fleet of approximately 175 multifunction copiers optimized for our high printing volume (approximately 22 million copies annually)
- Delivering significant cost savings through competitive cost-per-copy pricing
- Including Papercut software with installation and five years of maintenance
- Providing comprehensive maintenance, parts, toner, and staples
- Improving visibility, control, and security over district-wide printing and copying activities

SERVICES AGREEMENT
RFP No. 8654
For
Copier and Managed Print Services
between
The City of Waterbury, Connecticut
and
Canon U.S.A., Inc.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY (the "City" or "Customer"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CANON U.S.A., INC (hereinafter "CUSA", "Canon" or "Consultant"), located at One Canon Park, Melville, NY 11747, a State of New York duly registered foreign corporation/limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8654** for a new fleet of copier and multifunction device equipment ("MFD"), maintenance and support services, in-house leasing, and PaperCut licensing for print management; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8654**; and

WHEREAS, the City accepted Canon's proposal for RFP No. 8654; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, a new fleet of up to 175 multifunction device equipment ("MFD"), maintenance and support services, PaperCut licensing for print management for each MFD, and in-house leasing 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 City of Waterbury **RFP No. 8654**, excluding City forms and sample contract, consisting of 12 pages, attached hereto;
1.1.2 Consultant's Response to **RFP No. 8654**, excluding City forms, consisting of 72 pages, attached hereto;
1.1.3 Consultant's Revised Cost Configuration Chart, dated February 24, 2026 consisting of 3 pages, attached hereto;
1.1.4 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.5 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit, as executed and provided by Consultant incorporated herein by reference;
1.1.6 Certificates of Insurance, incorporated herein by reference;
1.1.7 Licenses, incorporated herein by reference;
1.1.8 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Consultant's Revised Cost Configuration Chart, dated February 24, 2026
1.2.5 City of Waterbury **RFP No. 8654**
1.2.6 The Consultant's Response to **RFP No. 8654**

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.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to Canon and/or created by City shall be treated by Canon 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 Agreement. Canon agrees to forever hold in confidence all files, records, documents and other information which may come into Canon's possession during the term of this Agreement, except where a disclosure is expressly stated as a requirement of this Agreement. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, Canon shall provide prior advance written notice to the City of the need for such disclosure if legally permissible. Canon agrees to properly implement the services required in the manner herein provided. This Agreement imposes no obligation upon Canon with respect to information that: (a) was in Canon's possession, free of any confidentiality obligation, before receipt from the City as proven by its written records; (b) is or becomes a matter of public knowledge through no fault of Canon; (c) is rightfully received by Canon from a third party without a duty of confidentiality; (d) is disclosed by the City to a third party without any duty of confidentially or protection under applicable law; (e) is independently developed by Canon ; (f) is required to be disclosed under operation of law (provided the City is given prompt notice of such requirement); or (g) is disclosed by Canon with the City's prior written approval. Duration: Canon's duty to hold Confidential Information in confidence, that is otherwise not protected by law, expires five years from the date of disclosure or the termination of this Agreement, which ever is longer. Thereafter, Canon's obligations under this Agreement will survive and continue in effect with respect to any Confidential Information that is a trade secret under or otherwise protected by applicable law.

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. Canon's standard service hours are Monday through Friday, 8:30AM to 5:00PM EST, excluding weekends and holidays.

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 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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., 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 labor services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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 same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.5.1 Canon Customer Satisfaction Policy. If City is not satisfied with the performance of the Canon or Océ brand product acquired from CUSA pursuant to this Agreement, upon City's written request, CUSA in its reasonable discretion, will repair or

replace the product with a like unit with equivalent capabilities. Prior to replacement, CUSA shall have had the opportunity to return the product to good working order in accordance with the terms of this Agreement. This policy shall apply for 5 years from the date of installation or for the initial term of any CFS lease agreement, if longer, provided City is not in default of this Agreement and such maintenance services have not been canceled or terminated.

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 Attachment A; 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 parties will meet quarterly to review the items below which are mutually agreed to be provided at the meeting. Additionally, the information (as explained) is available to the City at any time through the MyCanon Business website. The information shall include the following details for each machine in service:

i. make and model number;

ii. date machine put into service; - (MyCanon Business website will display the date it was installed as well as the contract start/end date. Note that upon automatic renewal the contract start/end date will change.)

iii. location of the machine;

iv. number of copies by month; - (The MyCanon Business website Meter Read History report will display billed meter reads. If they are billed monthly, it will display their billed copies per month. If not billed monthly, then the MyCanon Business website will not be able to tell how many copies were made in a month, instead it shall be by the applicable billing period,)

v. percentage of time in operation; - (City can review each copier in the MyCanon Business website machine details page and on the dashboard page.)

vi. number and dates of service calls; - (City is able to view the service history by account for up to 18 months.)

vii. response time and duration of any incidents or time out or service; - (City can see date/time a request was made and date/time it was closed). Average response times are provided during the quarterly review.

viii. any machine replacements; (City can see all active devices; however it does not break down that machine X is replacing machine Y due to exchange, for example). and

ix. itemized charges in excess of the agreed upon in this Agreement. (Customer is able to see their CUSA invoices in MyCanon Business website if they have the admin

role. If the excess is going over their allowed meters, it will display on the invoice.) Customer may also review CFS Lease invoices in MyCanon Business website.

x. CUSA reports in MyCanon Business website as stated above, 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 Canon and/or delivered by Canon during the time period covered by the report. Quarterly reviews shall include: such services (i) expressed as a percentage of the total work and services required under this contract, (ii) expressed as a percentage of this contract's Section 6 total compensation, (iii) Canon's declaration as to whether the entirety of Canon'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 as usually provided by CUSA to its customers who have like products and reporting software, or otherwise as reasonably requested by the City which Canon can provide based on the products and reporting software purchased hereunder.

NOTE: Should Consultant's failure to deliver the information required in the Quarterly meeting, and fail to provide same within 20 days after receipt of written notice from the City detailing such failure, Canon 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. Hard Drives. Upon request of the City, Consultant shall remove the MFD(s) from City property. City acknowledges that the hard drive(s) and flash or static memory on the Equipment, may retain images, content or other data that City may store for purposes of normal operation of the equipment ("HD Data"). City acknowledges that CUSA is not storing HD Data on City's behalf and that exposure or access to the HD Data by CUSA, if any, is purely incidental to the services performed by CUSA. City is solely responsible for the HD Data. The Equipment contains various security features that City can utilize. Upon your request, CUSA will work with City to provide information regarding City's options and offer services to assist City. Such services may result in additional charges. The terms of this Section shall solely govern as to HD Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between City and CUSA that could be construed to apply to HD Data.

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.

4.1. Contractor acknowledges that in the course of providing services under this Agreement, it or it's employee's, subcontractor or agent 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 shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement..

7. 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.

8. Contract Time. The term of this Contract shall commence on the date signed by the Mayor (the "Effective Date") and shall terminate five (5) years thereafter, or upon the expiration of the MFD lease, whichever is later, unless sooner terminated as provided by this Agreement ("Initial Term"). Consultant shall set up and verify functioning of all copiers delivered to the designated facility as set forth in Attachment A on or before June 30, 2026. Consultant shall provide five (5) years of Maintenance and Support services, in-house leasing, and PaperCut licensing for print management throughout the Initial Term commencing upon each MFD delivery. For clarification, each license and maintenance and support service shall commence as to each MFD upon delivery and verified functioning of MFD. Notwithstanding the foregoing, the Effective Date assumes that CUSA will receive a fully executed copy of this Agreement and the Lease by September 1, 2020, however this Agreement shall be effective once CUSA receives such executed documents, but the provision of products and services shall begin on the Effective Date.

8.1. Time is and shall be of the essence for all required services, response time to calls and completion dates for the Project as provided here in. If a completion date is not provided then in a commercially acceptable time.

9. 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 8.

9.1. Fee Schedule. The fee payable to Consultant for all services, equipment maintenance, license, copy charges and as further provided for in this Agreement, and as further set forth in Consultant's Revised Cost Configuration Chart, shall not exceed **THREE HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED NINETY SEVEN AND 00/100 DOLLARS ($394,197.00**) per year. The fee payable to Consultant shall not exceed **ONE MILLION NINE HUNDRED SEVENTY THOUSAND NINE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS ($1,970,985.00)** for the entire term of this Contract.

9.2. Limitation of Payment. Compensation payable to Canon is limited to those fees set forth in Section 8.1 above, and is due and payable within 30 days of receipt of Canon's invoice, notwithstanding all payments will be made in accordance with and as required by the City's Ordinances. The City may review and approve Canon's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. The City may withhold any charges on the invoice subject to a good faith dispute, and the parties shall work in good faith to settle such disputes within 30 days of the invoice due date.

9.2.1 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 owner(s), partners, officers, representatives or agents 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.

9.3. 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.

9.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8654** 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.

9.5. 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, drawings, 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, materials, reports, plans, specifications, drawings supplies, services, 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.

9.6. Liens. Neither the final payment nor any part of the retained percentage, if any, 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.

9.7. Warranty of Canon.

Canon warrants to the City that all labor, services, equipment, materials, supplies, software, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished under this Agreement shall be new, and that all work under this Agreement shall be of good quality, free from faults and defects and in conformance with this Agreement for a period of no less than ninety (90) days after the date of the City's written acceptance of such work or as provided by the manufacturer's warranty, which ever is longer. CUSA shall provide to the City copies of all manufacturer's warranties and license. Upon acceptance by the City of the equipment or product. Maintenance on copiers will begin as of the installation date.

EXCEPT AS SET FORTH ABOVE, CUSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CUSA. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CUSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CUSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Passing of Title and Risk of Loss. Title to each item of equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. required to be delivered to the City hereunder shall pass to City upon City payment to Canon for that item (if title passage is applicable). Risk of loss to the equipment, peripherals and supplies shall pass to the City upon delivery to its premises Contractor and its insurer shall assume the risk of loss or damage up to and including the date risk of loss transfers. The City shall bear the risk of loss, theft or damage to unused consumables owed by CUSA, in the City's possession, which shall remain CUSA's

property and shall be returned promptly upon termination of the applicable.

11. Indemnification.

11.1. 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 third party 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 that are caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; (ii) for enforcement action or any claim for breach of the Contractor's duties hereunder; or (iii) for a claim for consequential damages resulting from the negligent, intentional, reckless or willful actions of Canon. The City will provide Canon with prompt written notice of the claim, and such indemnity is subject to allowing Canon control of the defense and settlement thereof, in accordance with any requirements of the City's Charter and Ordinances and providing assistance therewith, at Canon's expense, as Canon reasonably requests

11.2. 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, or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 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.

11.3. 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.

11.4. 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.

11.5. Reserve.

11.6. Intellectual Property. Canon shall indemnify, defend and hold the City harmless for any and all loss, fees, costs, penalties, punitive damages, expense, attorney's fees and liability incurred by the City from any third party claims that the City's use or possession of Canon or Océ branded equipment (collectively "Products") infringes or violates the U.S. patent, copyright or trade secret rights of that third party (collectively, "IP Claims"). This indemnity shall not apply to (a) modifications made to the Products without Canon's written consent, (b) any use of the Products in connection or combination with hardware or software for which the Products were not designed, (c) any throughput processed in connection with the Products, Canon's indemnification obligation hereunder is subject to the City providing Canon's prompt written notice of the IP Claim, allowing Canon sole control of the defense and settlement thereof, in accordance with any requirements of the City's Charter and Ordinances and providing assistance therewith, at Canon's expense, as Canon reasonably requests. Canon's obligation under this Section is conditioned on the City's agreement that if such Products, or the use thereof, becomes, or in Canon's opinion is likely to become, the subject of such an IP Claim, the City shall permit Canon, at Canon's option and expense, either to procure the right for the City to continue using the Products or to replace or modify the Products so that they become non-infringing, and if neither of the foregoing alternatives is available on terms which are reasonable in Canon's judgment, the City shall return the Products upon request by Canon and shall have no further payment obligation except for payment obligations incurred prior to the date of return. For purchased Products, Canon shall refund the applicable Products purchase price paid by the City, less depreciation deducted on a five year straight-line basis. THE FOREGOING STATES THE ENTIRE OBLIGATION AND LIABILITY OF CANON WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHTS, TRADE SECRET AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO..

11.7. 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, subject to the requirements of Section 10.6 above.

12. Consultant's Insurance.

12.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 11 has been obtained and/or is maintained by the Consultant and such insurance has been approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed. 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/or is maintained approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

Insurance shall be provided by insurers that are 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.

12.2. At no additional cost to the City, the Consultant shall purchase and/or maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Canon's obligations under this Agreement.

12.3. The Contractor's General and Automobile Liability Insurance policies shall be endorsed to include the City as an additional insured. The requirement for Additional Insured status shall be met with production of blanket endorsements. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under Canon's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against claims for damages. 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.

12.4. 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:

12.4.1 General Liability Insurance:
$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$1,000,000.00 Products / Completed Operations Aggregate

12.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit (CSL)
Any Auto, All Owned and Hired Autos

Providing coverage with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle.

12.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$500,000 EL Each Accident
$500,000 EL Disease Each Employee
$500,000 EL Disease Policy Limit

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

12.4.4 Excess/Umbrella Liability:
$5,000,000.00 each Occurrence
$5,000,000.00 Aggregate

12.5. 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.

12.6. Cancellation: All required policies shall provide that they cannot be canceled without 30 days notice to Consultant; 10 days in the event of non-renewal or non-payment of premium. If Consultant receives a notice of cancellation, Consultant shall within five (5) days of its receipt notify City of such notice.

12.7. Certificates of Insurance: At the time Canon executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and the Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation." Canon must supply replacement/renewal certificates at least 10 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that should any of the above described policies of insurance be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

13. 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 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.

13.1. 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.

13.2. 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.

13.3. 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.

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

13.3.2 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.

14. Discriminatory Practices. In performing this Contract, the Consultant shall not

discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

14.1. 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.

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

15. Termination.

15.1. Termination of Contract for Cause. If, through any cause, in part or in full, 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 provide Canon with a minimum of ten business (10) days advance written notice detailing any such default or violation, and if Canon fails to reasonably cure same within said period, the City has 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.

15.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, drawings, supplies, services, 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.

15.1.2 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.

15.2. Reserved.

15.3. 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.

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

15.3.2 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) business 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.

15.3.3 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.

16.4. Rights Upon Cancellation or Termination.

16.4.1 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 labor, services, equipment, materials, reports, plans, specifications, drawings deliverables, incidentals etc. excluding equipment subject to the lease or third party products) 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 products 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.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all labor, services, equipment, materials,, reports, plans, specifications, drawings deliverables, incidentals, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the 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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Canon shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding the City and Canon may negotiate a mutually acceptable payment to Canon for reasonable demobilization expenses.

16.4.3 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. In the event of the City's default, Canon shall have the right to pursue all its rights in law or equity rights and remedies available under applicable law and this Agreement, require the City to pay all charges then due but unpaid.

16.4.4 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, including but not limited to any contracts 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.

16.4.5 Delivery of Documents. In the event of termination, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all documents. and other tangible items furnished by, or owned, leased, or

licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

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

18.2. 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.

19. 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. The City acknowledges that Papercut will be licensed, configured, installed and supported by ACDI, and without approval as a subcontractor it may not be provided

19.1. 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.

20. 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.

21. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract during Canon's normal business hours with a minimum of 15 business days advance written notice 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 or as required by City Auditors, State Auditors or funding sources . In the event the City elects to make such an audit, the Consultant shall make available to the City all records pertaining to this Contract.

22. 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 repair or a replacement is the proper remedy. For the purposes of clarity, additional costs may be incurred for special rigging at installation, toner abuse and applicable taxes including personal property tax, security deposits, cost for return of units to Canon Financial Services, Inc., late and processing fees. Risk of Loss transfers to the City upon delivery FOB Destination.

23. 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.

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

25. 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).

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

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

28. Contract Change Orders.

28.1. 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:

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

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

28.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not

include:

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

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

28.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both 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.

29. 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. 8654** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8654.**

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

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

30. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. 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.

31. 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.

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

33. Governing Law and Choice of Forum. This Contract 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.

34. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or 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: Canon U.S.A., Inc.
300 Commerce Square Blvd
Burlington, NJ, 08016
Attn: Customer Service
Email: customerservice@cusa.canon.com

With a copy of any notice of default, violation or request for indemnification sent by one of the above means to:

Canon U.S.A., Inc.
One Canon Park
Melville, NY 11747
Attn: Legal Division
Email: CUSALEGAL@CUSA.CANON.COM

City: The City of Waterbury
Board of Education
Director of Information and Technology
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

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

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

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

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

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

35.5. Upon a showing that a subcontractor made a kickback to the City, a prime 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.

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

35.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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.

35.8. 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.

35.9. 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.

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

Chapter 39, click on “Title III: Administration”, then click on “Chapter 39: Ethics And Conflicts of Interest”]

35.11. 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.

35.12. 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.

35.13. 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.

35.14. 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.

35.15. 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.

36. UPGRADE / DOWNGRADE.

At any time during the term of this Contract, upon thirty (30) days’ prior written notice to Canon U.S.A, Inc. the City may cancel, without penalty, the leases of units of Equipment leased by the City, provided that

(i) no default has occurred and the City is current on payment obligations contained herein;

(ii) leases of units of Equipment models which have rated speeds of 110 pages per minute or greater, or are imagePRESS, VarioPrint, JetStream, ProStream and graphic color machines, may not be cancelled;

(iii) the lease of any unit of Equipment may not be cancelled if the cancelled unit would cause the total number of cancelled units to exceed on a cumulative basis (i.e., adding the cancelled

unit to the number of all other units whose leases have been previously cancelled pursuant hereto) five percent (5%) of the greatest number of units of Equipment leased hereunder at any one time;
(iv) single function printers ("Printers") are not units of Equipment and are not included in the total number of leased units of Equipment for purposes of calculating the number of devices that may be cancelled.
(v) all amounts due under this Contract through the date of return with respect to the cancelled units shall have been paid, all supplies related to the cancelled units shall have been returned, and each cancelled unit shall have been returned pursuant to the terms of agreement; and
(vi) nothing in this sentence shall limit any City's obligations under this Contract with respect to non-cancelled Equipment.
Regarding subsection (iii) above, by way of example only: if, prior to the cancellation of a unit of Equipment, the City has had, at the most, at any one time, 100 units of Equipment under lease, and the next cancelled unit would bring the total number of cancelled units thus far to 6, then that unit may not be cancelled.

37. RELOCATIONS
At any time during the term of this Agreement, upon thirty (30) days' prior written notice to Canon U.S.A., Inc. ("CUSA"), the City may request the relocation of units of Equipment leased by the City, provided that:
(i) no default has occurred and is continuing hereunder;
(ii) units of Equipment models which have rated speeds of 110 pages per minute or greater, or are imagePRESS, VarioPrint, JetStream, ProStream and graphic color machines, may not be relocated ; (iii) any unit of Equipment may not be relocated if the relocated unit would cause the total number of relocated units to exceed on a cumulative basis (i.e., adding the relocated unit to the number of all other units whose have been previously relocated pursuant hereto) five percent (5%) of the greatest number of units of Equipment relocated hereunder at any one time;
(iii) Customer and CUSA agree that each relocation will be in accordance with and governed by CUSA's then current Relocation Agreement, a current version of which is attached hereto [AS EXHIBIT 1] for reference;
(iv) nothing in this sentence shall limit any of the City's obligations under this Agreement with respect to non-relocated Equipment.

Regarding subsection (ii) above, by way of example only: if, prior to the relocation of a unit of Equipment, The City has had, 40 units of Equipment relocated, and the next relocated unit would bring the total number of relocated units thus far to 3, then that unit may not be relocated.

38. REMOTE REPORTING AGENT
Unless otherwise indicated on order documents, the City authorizes CUSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, store user information, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. The City also authorizes CUSA to accept on the City's behalf, and the City agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CUSA, shall

solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CUSA utilizes the Data-driven Service Foundation Platform ("DSF Site") as a Remote Reporting Agent through the DSF website, and the above authorization shall apply to the DSF Terms of Use and Terms of Service, and the DSF Privacy Statement, which documents are posted at https://mk1.usa.canon.com/customerdocuments.

[signature page follows]

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

WITNESSES:	**CITY OF WATERBURY**
Sign:_____	By:_____
Print name:	Paul K. Pernerewski Jr., Mayor
Sign:_____	Date: _____
Print name:	
WITNESSES:	**CANON U.S.A., INC.**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

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ATTACHMENT A

1. City of Waterbury **RFP No. 8654**, excluding City forms and sample contract, consisting of 12 pages, attached hereto;

2. Consultant's Response to **RFP No. 8654**, excluding City forms, consisting of 72 pages, attached hereto;

3. Consultant's Revised Cost Configuration Chart, dated February 24, 2026, consisting of 3 pages, attached hereto;

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

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

6. Certificates of Insurance, incorporated herein by reference;

7. Licenses, incorporated herein by reference;

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

WATERBURY PUBLIC SCHOOLS

Manuel Zaldivar Barahona
Multilingual Learners Education Supervisor
(203) 574-8000 Ext. 11114
Manuel.Zaldivar@waterbury.k12.ct.us

#8

To: Honorable Board of Education

From: Manuel Zaldivar Barahona, ML Supervisor

Date: April 30, 2026

Subject: Amendment Three to the Professional Services Agreement Between the City of Waterbury and Linguistica International for Translation Services

The Department of Education respectfully requests approval of Amendment Three to the professional services agreement between the City of Waterbury and Linguistica International for Phone and virtual Translation Services. The original contract was for three years ending June 30, 2025, and was not to exceed $50,000.

Amendment one was executed because by the fall of the 2024-25 school year, approximately $42,000 of the original $50,000 allotted for these services had been expended. Amendment One added $25,000 to cover services at the contracted rate.

Amendment Two was executed because, by the end of the 2025 extension, service usage had continued to increase, requiring additional funding at the contracted rate. The amendment added $25,000 to support services at that rate for the 2025–2026 school year.

The purpose of Amendment Three is to request a one-year extension at the current service rates. This extension will ensure there is no interruption in phone and virtual translation services. The contract will run through June 30, 2027, and will be funded by the Bilingual Grant for $30,000. An RFP will be conducted during the upcoming school year.

The Multilingual Learners Office will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully submitted,

Manuel Zaldivar Barahona

AMENDMENT NO. 3
TO THE
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7120
for
Phone and/or Video On-Demand Translation Services
between
The City of Waterbury, Connecticut
and
Linguistica International, Inc.

THIS AMENDMENT ("Amendment"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **LINGUISTICA INTERNATIONAL, INC.,** a State of Delaware duly registered foreign corporation with a principal place of business located at 1218 W S Jordan Pkway, 2nd Floor, Suite B, South Jordan, UT 84095 (the "Consultant").

WHEREAS, the parties entered into an Agreement which provides for a term of three years and compensation in the amount of $50,000 for phone and/or video on-demand translation services (the "Agreement" or "Contract");

WHEREAS, the Agreement, as amended, currently provides for a total compensation of $100,000 and an expiration date of June 30, 2026;

WHEREAS, the parties, pursuant to Paragraph 21 of said Agreement, wish to extend the Agreement for one additional year for an expiration date of June 30, 2027 and to increase the compensation by $30,000;

NOW THEREFORE, in consideration of the mutual promises and covenants and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

   5. Contract Time. Consultant shall commence all work and services required under this Contract on the date of Mayoral execution and shall complete all work and services required under this Contract by June 30, 2027. ("Contract Time").

2. **Section 6 "Compensation" of the Agreement shall be amended to read as follows:**

   6. Compensation . The total fee payable to the Consultant for the entire Contract Term shall not exceed **ONE HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS ($130,000.00)**.

   For the period of July 1, 2026 – June 30, 2027, City shall pay Consultant **THIRTY-THOUSAND AND 00/100 DOLLARS ($30,000.00)** and in accordance with Consultant's Updated Cost Proposal, entitled "Waterbury Schools Rate Sheet 2026," consisting of one (1) page, attached hereto as **Exhibit A**.

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated May 5, 2022, as amended, shall remain in full force and effect and binding upon the parties.

WITNESS:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESS:

Dora Morales

LINGUISTICA INTERNATIONAL, INC.

By: _____
Name: Salvina Morales
Its: CEO

Date: April 28, 2026

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EXHIBIT A

WATERBURY SCHOOLS RATE SHEET 2026

1. Service Fees

Service	Billing Rate
Over the phone interpreting (OPI) – Spanish	$0.56/minute
OPI – Other spoken languages	$0.59/minute
Virtual Remote Interpreting (VRI) – Spoken languages	$1.50/minute (15 minute minimum)
VRI – ASL	$150/hour (2 hours minimum)

#9

WATERBURY PUBLIC SCHOOLS

MEMORANDUM

TO: Board of Education
Board of Alderman

FROM: Nyree Toucet, Director of College and Career Readiness

DATE: May 1, 2026

RE: Amendment to extend the current contract with Imagine Learning Inc

EXECUTIVE SUMMARY

The Department of Education respectfully requests that the contract with Imagine Learning, Inc be extended to continue services per the renewal contract. Imagine Learning Inc. has been the Waterbury Public Schools' online learning system for many years, under a contract for the purpose of providing site licenses for unlimited access to its online learning system for grades 6-12. The courses/content include core credit recovery, electives, world languages, Advanced Placement, test prep, including enhanced CTE courses. The contract will also include professional development for staff, consulting, and support with the Imagine Learning, Inc. program for the duration of the contract, July 1, 2026, through June 30, 2029.

This Amendment extends expiration date of this contract from June 30, 2026 to June 30, 2029. Imagine Learning Inc. is a sole source vendor, and its services will be funded by Alliance for a total three-year agreement amount of $515, 688.88, with a breakdown in payment by year as follows:

- Year 1: $219,676.88
- Year 2: $148,006.00
- Year 3: $148,006.00

The aforementioned services are consistent with the scope of the previously signed agreement between the City of Waterbury and Imagine Learning, Inc., and has been approved by purchasing under Section 38.073

AMENDMENT NO. 3
TO THE
PROFESSIONAL SERVICES AGREEMENT
RFP No. 6497
for
On-Line Learning System Provider
between
The City of Waterbury, Connecticut
and
Imagine Learning LLC

THIS AMENDMENT (the "Amendment"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **IMAGINE LEARNING LLC**, a State of Connecticut duly registered foreign limited liability company ("Consultant"), with a principal place of business located at 100 S. Mill Ave, Suite 1700, Tempe, AZ 85281.

WHEREAS, the City entered into an Agreement with Edgenuity Inc. effective on July 30, 2020, which provides for a term of three years and compensation in the amount of $429,450.00 for school Site Licenses for an Online Learning System (the "Agreement" or "Contract");

WHEREAS, Edgenuity Inc., Consultant and the City entered into an Assignment and Assumption Agreement (the "Assignment") in which Edgenuity Inc. assigned and transferred all of its rights, title, interest, responsibilities, obligations, benefits and burdens in the Agreement to Consultant, effective on December 31, 2021;

WHEREAS, The Parties amended the Agreement to extend the Contract expiration date to June 30, 2026 and provide an additional $643,467.43 in compensation;

WHEREAS, the Parties entered into a second Amendment to add American Sign Language to the Site License services for two (2) school locations and to reduce the total number of school locations with Site Licenses;

WHEREAS, the parties, pursuant to Paragraph 23 of the Agreement, wish to extend the Agreement for an additional three (3) years for an expiration date of June 30, 2029, to increase compensation by $515,688.88, and to remove access to the system from two additional (2) school locations;

NOW THEREFORE, in consideration of the mutual promises and covenants and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Scope of Services**. Section 1.1 of the Agreement shall be amended to read as follows:

1.1. The Project consists of and Imagine Learning shall provide Site Licenses for unlimited access to its online learning system for grades 6-12, courses/content to include core credit recovery, electives, world languages, advanced placement and test prep content including access to Imagine Learning's Enhanced CTE course bundle for grades 9-12 to the following schools: John F. Kennedy High School, Wilby High School,

Crosby High School, State Street School (ASL), Enlightenment School (ASL), Waterbury Arts Magnet School and Waterbury Career Academy as well as Professional Development and/or Instructional Services and other curriculum support, assessments, tools, as detailed and described in **Attachment A.**

2. **Term**. Section 7 of the Agreement shall be amended to read as follows:

7. Contract Term. The Term of this Agreement shall commence on July 1, 2020 and shall terminate on June 30, 2029.

3. **Section 8.1 "Fee Schedule" of the Agreement shall be amended to add the following additional terms of compensation**:

The fee payable to Consultant for the entire Contract Term shall not exceed **ONE MILLION FIVE HUNDRED EIGHTY EIGHT THOUSAND SIX HUNDRED FIVE AND 88/100 DOLLARS ($1,588,605.88)**. The fee payable to Consultant for the period of July 1, 2026 to June 30, 2029 shall not exceed **FIVE HUNDRED FIFTEEN THOUSAND SIX HUNDRED EIGHTY-EIGHT AND 88/100 DOLLARS ($515,688.88)** and shall be in accordance with Consultant's Updated Price Quote Dated March 25, 2026, attached hereto as Exhibit A and hereby made a material provision of this Amendment No. 3, and as set forth below:

8.1.7. Year 7, July 1, 2026 – June 30, 2027.....$ 219,676.88

8.1.8. Year 8, July 1, 2027 – June 30, 2028.....$ 148,006.00

8.1.9. Year 9, July 1, 2028 – June 30, 2029.....$ 148,006.00

Total.....**$ 515,688.88**

4. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated July 30, 2020, as amended, shall remain in full force and effect and binding upon the parties.

WITNESS:

CITY OF WATERBURY

_____

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

_____

Date: _____

WITNESS:

IMAGINE LEARNING LLC

Carol Dillon
Carol Dillon
April 30, 2026

By: _____
Name: Kelly Staniec
Its: VP, Corporate Controller

Date: April 30, 2026

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imagine learning

EXHIBIT A

Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date	3/25/2026
Quote No.	Q-201181
Acct. No.	12218156
Total	515,688.88
Pricing Expires	08/30/2026

Waterbury Public Schools
Billing
Waterbury CT 06702
United States

REN_2026-2029_Waterbury PS - DL 9-12 + CTE Add-on, + AIB + On Demand Tutoring + ASL eDynamics

Thank you for the opportunity to partner!
Regards,
Claritza Colon

Payment Term	Contract Start	Contract End
Custom	7/1/2026	6/30/2029

Custom Payment Schedule

Total contract plan value:515,688.88 + tax
August 2026 payment 1: $219,676.88 + tax
August 2027 payment 2: $148,006.00 + tax
August 2028 payment 3: $148,006.00 + tax

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Waterbury Public Schools						
	eDynamic Electives Per Enrollment Per Sem (14 day drop/add grace period)	Enlightenment and State Street schools- Each semester 40 licenses will be consumed over three years at Enlightenment School total 80 per year or 240 licenses in 3 years. ASL1a and ASL 1b Each semester 118 licenses will be consumed at State Street school or 236 licenses per year or 708 licenses in 3 years.	06/30/2029	948	75.60	71,668.80
Enlightenment School						
	Edgenuity 9-12 Comprehensive Site License		06/30/2029	1	16,087.50	16,087.50
	Edgenuity Enhanced CTE Site License		06/30/2029	1	3,093.75	3,093.75
	Edgenuity Academic Integrity		06/30/2029	1	7,406.44	7,406.44
	IS On-Demand Tutoring Site License		06/30/2029	1	9,000.00	9,000.00
John F Kennedy High School						

Site	Description	Comments	End Date	Qty	Per Unit	Amount
	Edgenuity 9-12 Comprehensive Site License		06/30/2029	1	49,500.00	49,500.00
	Edgenuity Enhanced CTE Site License		06/30/2029	1	11,137.50	11,137.50
	Edgenuity Academic Integrity		06/30/2029	1	7,406.44	7,406.44
	IS On-Demand Tutoring Site License		06/30/2029	1	9,000.00	9,000.00
State Street School						
	Edgenuity 9-12 Comprehensive Site License		06/30/2029	1	16,087.50	16,087.50
	Edgenuity Enhanced CTE Site License		06/30/2029	1	3,093.75	3,093.75
	Edgenuity Academic Integrity		06/30/2029	1	7,406.44	7,406.44
	IS On-Demand Tutoring Site License		06/30/2029	1	9,000.00	9,000.00
Crosby High School						
	Edgenuity 9-12 Comprehensive Site License		06/30/2029	1	49,500.00	49,500.00
	Edgenuity Enhanced CTE Site License		06/30/2029	1	11,137.50	11,137.50
	Edgenuity Academic Integrity		06/30/2029	1	7,406.44	7,406.44
	IS On-Demand Tutoring Site License		06/30/2029	1	9,000.00	9,000.00
Wilby High School						
	Edgenuity 9-12 Comprehensive Site License		06/30/2029	1	49,500.00	49,500.00
	Edgenuity Enhanced CTE Site License		06/30/2029	1	11,137.50	11,137.50
	IS On-Demand Tutoring Site License		06/30/2029	1	9,000.00	9,000.00
	Edgenuity Academic Integrity		06/30/2029	1	7,406.44	7,406.44
Waterbury Arts Magnet High School						
	Edgenuity 9-12 Comprehensive Site License		06/30/2029	1	44,550.00	44,550.00
	Edgenuity Enhanced CTE Site License		06/30/2029	1	9,900.00	9,900.00
	Edgenuity Academic Integrity		06/30/2029	1	7,406.44	7,406.44
	IS On-Demand Tutoring Site License		06/30/2029	1	9,000.00	9,000.00
Waterbury Career Academy High School						
	Edgenuity 9-12 Comprehensive Site License		06/30/2029	1	44,550.00	44,550.00
	Edgenuity Enhanced CTE Site License		06/30/2029	1	9,900.00	9,900.00
	Edgenuity Academic Integrity		06/30/2029	1	7,406.44	7,406.44
	IS On-Demand Tutoring Site License		06/30/2029	1	9,000.00	9,000.00

Discount	169,582.87
Subtotal	515,688.88
Tax Total	0.00
Total	515,688.88

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentatior to AR@imaginelearning.com or fax to 480-423-0213.

Waterbury Public Schools

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Claritza Colon
Account Executive - Connecticut
claritza.colon@imaginelearning.com
imaginethefutureoflearning.com

#10

Waterbury School District

Department of Education

Commissioner's Network

This summary is for RFP # 8739, installation of a new sound system for the gymnasium at both Crosby and Kennedy H.S. This system will enhance communication during pep rallies, student assemblies, sporting events, and community functions. It will also directly improve Physical Education instruction and the overall safety of all students and staff in that specific area.

Upon review of all submitted proposals the review committee consisting of myself, Principal Johnston, (JFK), Principal Veronneau (Crosby) and Assistant Principals Gwiadowski and Martinez from both schools has come to the consensus that the proposal that should be accepted is from Sound Stage Productions Inc. This proposal is recommended for acceptance because it closely matches the needs of both schools at a cost that is aligned with the allocation in both school's Commissioner's Network Grant. This would bring the proposal to $40,700 each school and a total of $81,400 for the entire proposal. This represents the most cost efficient of all submitted proposals.

Sound Stage is a Connecticut based company with an excellent reputation throughout the area and an experienced staff where everyone has more than 10 years' work in lighting, sound and video. Additionally, Sound Stage has completed work in Waterbury previously, upgrading the sound system at Wilby High School's Auditorium and Gymnasium. The school has been very satisfied with the work completed by Sound Stage.

Joseph E. Begnal

Project Support Coordinator

CN/Turnaround

Waterbury Ct. School District

Dept. Of Education

Construction Contract
for
RFP No. 8739
Sound System Upgrades
at
John F. Kennedy and Crosby High Schools' Gymnasiums
between
City of Waterbury
and
Sound Stage Productions, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **SOUND STAGE PRODUCTIONS, INC.**, located at 358 Sackett Point Rd., North Haven, Connecticut 06473, a Connecticut corporation duly registered to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8739** for sound system upgrades at the John F. Kennedy and Crosby High Schools' gymnasiums (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8739**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of sound system replacements in the gymnasiums at John F. Kenedy and Crosby High Schools located 422 Highland Avenue and 300 Pierpont Road, respectively, in Waterbury, Connecticut. The Project is more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachments A** and **B** (**see Section 5.1, if any**) are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8739** (incorporated by reference);
1.1.2 Addendum 1, dated April 7, 2026, to **RFP No. 8739** (incorporated by reference);
1.1.3 Contractor's Price Proposal, dated April 8, 2026, consisting of three (3) pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8739**, dated April 8, 2026, consisting of twenty (20) pages, (incorporated by reference);
1.1.5 "City of Waterbury, **RFP No. 8739**, "Scope of Services" (also referred to as "Technical Specifications"), which were provided in **RFP No. 8739**;
1.1.6 Placeholder;
1.1.7 State of Connecticut Prevailing Wage Schedule **dated N/A, 20N/A**, and related information, consisting of **N/A pages** (incorporated by reference);
1.1.8 Placeholder;
1.1.9 Contractor's Certificate of Insurance (incorporated by reference);
1.1.10 Contractor's Performance Bond (incorporated by reference);
1.1.11 Contractor's Payment Bond (incorporated by reference);
1.1.12 All amendments and change orders issued by the City after execution of Contract (incorporated by reference);
1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances; and
1.1.14 All applicable permits and licenses (incorporated by reference).

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

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Contract Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addendums to **RFP No. 8739**, if any;
1.2.5 **RFP No. 8739**;
1.2.6 Contractor's Price Proposal; and
1.2.7 Contractor's Response.

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

this Contract, including any supplementary work and the City relies upon Contractor's representations.

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8739** (collectively, the "Bid Documents");

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

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

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

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous conditions caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required

to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event,

the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall achieve Final Completion of the Project on or before June 30, 2026 ("Contract Time").

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

5.2. Delay Damages

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

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **One Thousand Five Hundred and 00/100 Dollars ($1,500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **EIGHTY-ONE THOUSAND ONE FOUR HUNDRED DOLLARS ($81,400)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. **$28,100** – Base Contract for John F. Kennedy High School;
ii. **$28,100** – Base Contract for Crosby High School;
iii. **$4,100** – Alternate 1 for John F. Kennedy High School;
iv. **$4,100** – Alternate 1 for Crosby High School;
v. **$8,500** – Alternate 2 for John F. Kennedy High School;
vi. **$8,500** – Alternate 2 for Crosby High School; and
ii. **$N/A** - Owner Controlled Contingency as governed by **Section 6.1.1** below.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(ii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (**see Section 27**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required

by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 8739** shall be borne solely by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in

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

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

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments.

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

Contract Documents, subject to reasonable monetary holdback for punch list items.

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the

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

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

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

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

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

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

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

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

11. Contractor's Insurance.

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

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

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

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

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

occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

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

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

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

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, its boards and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded by the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Boards and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors,**

commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear". The City's Invitation to Bid Number must be shown on the certificate of insurance to ensure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of

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

12.2.2 The Contractor is aware of, and shall comply with, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

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

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

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

13.3. Contractor Corrective Action.

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

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

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

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

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

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

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

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

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and employees are treated when employed without regard to their sexual orientation;

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

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

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

14. Place Holder.

15. Place Holder.

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in

possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor

shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8739** and **(ii)** the Contractor's Bid response to **RFP No. 8739**. Said historical documents are attached hereto as part of **Attachment A**.

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

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

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

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

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

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

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

Contractor:	Sound Stage Productions, Inc. 358 Sackett Point Rd. North Haven, CT 06473
City:	City of Waterbury Corporation Counsel's Office Third Floor 235 Grand Street Waterbury, CT 06702

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

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

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

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

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

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

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

Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.6. Contract Time: The number of days as stated in the Contract to: **(i)** achieve Substantial Completion and **(ii)** Final Completion.

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

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

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

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

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

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

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

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

35.15. Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16. Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.17. Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

35.19. Using Agency: Department of Education.

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

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

_____

_____

SOUND STAGE PRODUCTIONS, INC.

By:_____
Kurt Kieslich, V.P.

Date: April 23, 26

ATTACHMENT A

ATTACHMENT B

Original

REQUEST FOR PROPOSAL #8739
DEPARTMENT OF EDUCATION
BY
THE CITY OF WATERBURY
SOUND SYSTEM UPGRADES
JOHN F. KENNEDY and CROSBY HIGH SCHOOLS' GYMNASIUMS

ATTACHMENT E - COST PROPOSAL

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

Date: 4/8/26

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,

Sound Stage Productions Inc
(Print or Type Company/Corporate Name)

358 Sackett Point Rd
(Print or Type Business Address)
North Haven CT 06473

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:

(Continued on next page)

QTY	UNIT	DESCRIPTION	COST IN NUMBERS	COST IN WORDS
1	LUMP SUM	John F. Kennedy High School complete project as per Scope of Services	$ 28,100.-	twenty eight thousand one hundred dollars o/w
1	LUMP SUM	Crosby High School complete project as per Scope of Services	$ 28,100.-	twenty eight thousand one hundred dollars o/w
		GRAND TOTAL FOR BOTH SCHOOLS INCLUDING ALL CHARGES	$ 56,200.-	fifty six thousand two hundred dollars o/w

06-1275558
Social Security Number
or Federal Identification Number

Sound Stage Productions Inc.
Signature of Individual or
Corporate Name

Sound Stage Systems
Company Name

V.P.
Corporate Officer
(if applicable)

By: Vice President
(Title)

358 Sackett Point Rd
(Business Address)

North Haven CT 06473
(City, State, Zip Code)

Date: 4/8/08

Email: kurt@soundstagesystems.com

END OF ATTACHMENT E

Please see attached financial summary for Alternates:

358 Sackett Point Rd. North Haven, CT 06473
Phone: (203) 230-0226 Fax: (203) 230-0446
E-mail: Kurt@soundstagesystems.com

City of Waterbury 235 Grand St Waterbury, Ct	4/8/26	Location

Financial Summary

RFP # 8739
Sound System Upgrades
Includes Addendum # 1

Sound Stage Systems will supply and install the equipment listed in the Kenndey HS gym and the Crosby HS gym. We will program and test for 100% operation.
We will provide training as specified.

Kennedy HS gym and Crosby HS gym supplied and installed for the sum of

.....$56,200.00

This is the total for both gyms combined

Alternates-
#1- Mid court speakers- The addition of downward facing mid court speakers will provide audio coverage for the players during a game or for music playback during gym classes.

Add .....$ 4,100.00 per school

#2- Bass Speakers- The addition of bass speakers will provide more low frequency to the music being played(similar to the Wilby Gym upgrade we performed a few years ago)

Add.....$8,500.00 per gym

#11

WATERBURY
PUBLIC SCHOOLS

Joseph H. Johnson PhD
Assistant Superintendent of Schools
Waterbury Public Schools
236 Grand St.
Waterbury, CT 06702
(203) 755-3626
joseph.johnson@waterbury.k12.ct.us

Date: May 5, 2026
To: Waterbury Board of Education
From: Joseph H. Johnson, PhD, Assistant Superintendent
Subject: CHET Dream Big Contest

I'm writing to inform you that Driggs Elementary School was randomly awarded $5,000 for technology upgrades and equipment from the CT State Department of Treasury's "CHET Dream Big Competition". The Connecticut Higher Education Trust (CHET) Dream Big! Competition is an annual contest for Connecticut students (K–12) to win up to $20,000 for education by submitting essays, videos, or artwork. The winners of the School Technology Prizes will be selected in a random drawing to be held on or about December 2, 2025 from among all eligible School Technology Prize Entries.

Each K-12 school located in the state of Connecticut that has an eligible student participating in the contest and is identified in an entry will be automatically entered into the random drawing for a chance to win a School Technology Prize. The School Technology Prizes will be awarded directly to the winning school only and will not be awarded to a corresponding parent/guardian entrant or eligible student.

Award of a School Technology Prize is subject to applicable laws/regulations regarding receipt of gifts, prizes and awards from third party entities. Winners of a School Technology Prize are responsible for any federal, state and local taxes, and cannot claim any charitable deduction or tax benefit in conjunction with Sponsor's award of the Prize.

Sincerely,

Joseph H. Johnson, PhD
Assistant Superintendent

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THE 2025 CHET DREAM BIG! COMPETITION FOR K-12 STUDENTS - OFFICIAL RULES
NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
YOU HAVE NOT YET WON.

SPONSOR/ADMINISTRATOR: The Sponsor of this Contest is Fidelity Brokerage Services LLC, Member NYSE, SIPC, 900 Salem Street, Smithfield, RI 02917. The Administrator of this Contest is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

CONTEST PERIOD: The 2025 CHET Dream Big! Competition for K-12 Students (the "**Contest**") begins 9:00 a.m. Eastern Time ("**ET**") on August 18, 2025 and ends 11:59 p.m. ET on November 5, 2025 ("**Contest Period**").

ELIGIBILITY: Except as specified below, the Contest is open to any legal U.S. resident residing in Connecticut who is at least 18 years or older and is the parent or legal guardian of a K-12 grade child (or children) enrolled in a public, private, parochial, charter, or a home-based Connecticut school ("**School**") as of August 18, 2025, who for the purpose of these Official Rules is referred to as "**Parent/Guardian.**" A Parent/Guardian who is eligible and submits an Entry is referred to as a "**Parent/Guardian Entrant.**" The child enrolled in School for whom an Entry is being submitted by that child's Parent/Guardian is referred to in these Official Rules as an "**Eligible Student**." Any Parent/Guardian who is employed by the Connecticut Office of State Treasurer Erick Russell, Connecticut Higher Education Trust ("**CHET**"), Fidelity Brokerage Services LLC ("**Sponsor**"), Don Jagoda Associates, Inc. ("**Administrator**") or their respective agents or affiliates thereof (collectively, "**Sponsor & Others**") or is a member of the same household of such Parent/Guardian is not eligible to participate in the Contest. Eligible Students who have won a Grand Prize or a First Prize in the 2021 - 2024 CHET Dream Big! Contests are not eligible to win a Grand or First Prize in this Contest. Any Parent/Guardian or member of the same household of a Parent/Guardian who is affiliated with or employed by a stock exchange or member firm or an exchange or FINRA, a municipal securities broker-dealer, financial institution, news or financial information media, or other broker-dealers in securities, commodities, or money instruments is not eligible to participate in the Contest. This Contest is void outside CT and where prohibited or restricted by law and is subject to applicable federal, state, and local laws and regulations. By participating in this Contest, Parent/Guardian Entrants and the Eligible Students for whom they are entering agree to be bound by these Official Rules and the decisions of the Sponsor, Administrator and judges, and warrant that Parent/Guardian Entrant and the Eligible Student they are entering for fully meet all requirements to participate in this Contest.

A Parent/Guardian Entrant may enter on behalf of each Eligible Student for whom the Parent/Guardian Entrant is a parent or guardian. Only one (1) Entry may be made on behalf of an Eligible Student.

HOW TO ENTER: There are two (2) ways for a Parent/Guardian Entrant to enter the Contest on behalf of an Eligible Student during the Contest Period, online or via U.S. Mail. Original Works (defined below) in a digital format must be submitted using the online entry process; Original Works cannot be submitted in a digital format using the U.S. Mail entry process. Only hard copy Original Works are permitted if using the U.S. Mail entry process.

Entry Method #1: During the Contest Period, the Parent/Guardian Entrant may visit the 2025 CHET Dream Big! Competition for K-12 Students website online at https://www.chetdreambig.com (the "**Website**") and follow the on-screen instructions to complete the Entry Form presented ("**Online Entry Form**"), which includes providing a creative submission created by the Eligible Student on the topic and in the format and length for the Grade Level Group in which the Eligible Student is enrolled in school ("**Original Work**"), as outlined in the Entry Chart and the Entry Requirements below ("**Online Entry**"). Original Work may be submitted via a digital image of a drawing or painting, essay, or video as outlined in the chart below.

Entry Method #2: Eligible Students may obtain a 2025 CHET Dream Big! Competition for K-12 Students printed Entry Form ("**Mail-In Entry Form**") from the School in which they are enrolled or online at https://www.chetdreambig.com. Eligible Students may then have the Parent/Guardian Entrant submit the Mail-In Entry Form with the Eligible Student's creative submission on the topic and in the format and length for the Grade Level Group in which the Eligible Student is enrolled in school, as outlined in the Entry Chart and the Entry Requirements below ("**Original Work**"). Then send with sufficient

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postage affixed, to: The 2025 CHET Dream Big! Competition, P.O. Box 7767, Melville, NY 11775-7767 (**"Mail-in Entry"**). Mail-in Entries must be postmarked between August 18, 2025, and November 5, 2025, and received by November 12, 2025 to be eligible.

Entry Chart

Grade Level Group	Submission Description / Entry Topic
Grades K – 4	Submit an Original Work illustrating the following: **"When you grow up, what would you like to be and why?"**
Grades 5 – 8	Submit an Original Work illustrating the following: **"Describe a time when something inspired you to do something good—like helping someone, making a change, or standing up for what's right."**
Grades 9 - 12	Submit an Original Work illustrating the following: **"Tell us about an experience or person in your life that has impacted you and how this will influence your future goals."**

Online Entries and Mail-In Entries are collectively referred to as "**Entries.**" Limit one (1) Entry per Eligible Student, regardless of method of Entry, however one (1) Parent/Guardian Entrant may submit multiple Entries, one (1) for each Eligible Student for whom they are a parent or legal guardian. Photocopies of the Mail-In Entry Form for the purpose of entering multiple Eligible Students for whom a Parent/Guardian Entrant is a parent or legal guardian are permitted.

Each K-12 School or Home School located in the state of Connecticut that has an Eligible Student participating in the Contest and is identified in an Entry will be automatically entered into the random drawing for a chance to win a School Technology Prize ("**School Technology Prize Entry**"). Limit one (1) School Technology Prize Entry per School.

All Entries must be completed in full and be in compliance with these Official Rules to be eligible for the Contest. **The Parent/Guardian Entrant of the Eligible Student must submit and fully complete the Entry including providing the Original Work created by the Parent/Guardian Entrant's Eligible Student.**

Entry Requirements:

- Drawing/Artwork Entry must have a caption that is between 50-100 words.
- Essay Entries must be between 50-250 words in the K-4 Grade Level Group and between 100-250 words in the 5-8 and 9-12 Grade Level Groups.
- Essays may be submitted in English or Spanish languages only.
- Video Entries must be a minimum of 30 seconds and maximum 60 seconds in length and will be accepted via Online Entry only.
- Any digital image of an Original Work submitted as part of an Online Entry must be submitted in one of the following formats: JPEG, PNG, or GIF and must be no larger than 10MB.
- Videos submitted as part of an Online Entry must be submitted in one of the following formats: MPEG, MP4, MOV, AVI, or M4V and must be no larger than 350MB.
- Each Entry submitted by U.S. Mail must include a completed Mail-In Entry Form and a hard copy of the Original Work. No digital files permitted via mail.
- Entry must be the Eligible Student's Original Work. Use of AI or modification of an original work does not qualify as an Original Work for this Contest. Original Works must not copy from, be a derivative of or otherwise plagiarize from any source.
- The Entry must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos,

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brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Contest.

- The Entry must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any anti-social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
- The Entry must not disparage Sponsor or persons or organizations associated with Sponsor.

Any Entry not in compliance with the Entry Chart and the Entry Requirements above will be disqualified.

ASSIGNMENT OF RIGHTS. By submitting an Entry, you (as Parent/Guardian Entrant on behalf of Eligible Student and the Eligible Student) hereby assigns all right, title and interest in the Entry, including in the Original Work, to the Sponsor. Parent/Guardian Entrant and Eligible Student acknowledge that Sponsor, in perpetuity, has the exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, licensable ownership of Entry (including the Original Work) with the right to use (or not use), edit, reformat and promote the Entry (including the Original Work) in promotional, advertising, commercial materials or in other purposes in any medium (whether now known or hereafter devised) in Sponsor's sole discretion, without compensation/credit of any kind or prior notice to either the Parent/Guardian Entrant or the Eligible Student. By entering, you, as the Parent/Guardian Entrant and Eligible Student understand Sponsor will own your Entry/Original Work and the Entry/Original Work will not be returned. Receipt of Entries may be acknowledged, but such acknowledgment is not binding upon Sponsor or Administrator. You, as Parent/Guardian Entrant and Eligible Student also waive any "moral rights of authors" or similar natural rights of ownership in any Entry (including the Original Work). Parent/Guardian Entry and Eligible Student further agree, upon Sponsor's request and without compensation of any kind, to sign any additional documentation that Sponsor and its designees may require so as to perfect, effect or record the foregoing assignment of rights in your Entry (including the Original Work). If for any reason the foregoing assignment is not effective, in whole or in part, the Parent/Guardian Entrant and Eligible Student hereby grant Sponsor, its affiliates and designees an exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, and sublicensable license to the Entry (including the Original Work) with the right to use (or not use), edit, reformat and promote the Entry (including the Original Work) in promotional, advertising, commercial materials or in other purposes in any medium (whether now known or hereafter devised) in Sponsor's sole discretion, without compensation/credit of any kind or prior notice to either the Parent/Guardian Entrant or the Eligible Student.

ENTRIES REPRESENT SOLELY THE VIEWS AND OPINIONS OF PARENT/GUARDIAN ENTRANTS AND ELIGIBLE STUDENTS, NOT THOSE OF SPONSOR. SPONSOR EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH REVIEWING, MODERATING OR MONITORING ENTRIES. Any Entry or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory or violates any proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, sexual in nature, is otherwise objectionable, or disparages Sponsor (or any of its related companies and/or brands) will disqualify the Entry as determined in Sponsor's sole discretion. The information you provide will only be used in connection with this Contest or in connection with promotional or other activities of Sponsor and its related companies. Entries generated by AI, script or bot are not eligible. The use of AI, script, macro, programs or automated devices (or any other devices intended to automate or subvert any aspect of participation) to enter is prohibited. If Sponsor, in its sole discretion, suspects that a Parent/Guardian Entrant has used an automated or similar device to enter or is otherwise in violation of these Official Rules, all Entries received by that Parent/Guardian Entrant may be void. Normal phone/Internet access and data/usage charges imposed by your online/phone service provider may apply.

JUDGING AND WINNER DETERMINATION: At the conclusion of the Contest Period, all eligible Entries will be judged by a panel of qualified representatives selected by Sponsor based on the following judging criteria, to determine the winners based on highest total scores with Grand Prize determination first, then First Prize determination and then Second Prize determination [by Grade Level Group, School Designation (Greater Connecticut School or Connecticut Alliance School)

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and/or overall], as outlined in the **PRIZES** section below: Originality and Creativity of Entry 34%; Most Inspirational 33%; and Relevance to Theme 33%. In the event of a tie, the Sponsor will judge the tied Entries based on 100% on Originality and Creativity of Entry to determine the winner(s). Decisions of Sponsor/Administrator/judges are final with respect to all matters relating to the Contest. In the event there is an insufficient number of eligible Entries for any Grade Level Group or Connecticut School Designation (Greater Connecticut School or Connecticut Alliance School), those prizes will go unawarded.

In the event that a Second Prize cannot be awarded due to an insufficient number of eligible Entries for that School Designation (Greater Connecticut School or Connecticut Alliance School), the prize in question will be awarded to the next highest scoring Entry from among the other School Designation (Greater Connecticut School or Connecticut Alliance School). In the event there is an insufficient number of eligible Entries for any Grade Level Group, School Designation (Greater Connecticut School or Connecticut Alliance School) or overall (except for Second Prize, as outlined above), that corresponding prize will be forfeited and prize will remain unawarded.

The winners of the School Technology Prizes will be selected in a random drawing to be held on or about December 2, 2025 from among all eligible School Technology Prize Entries. The odds of winning a School Technology Prize will depend on the number of eligible School Technology Prize Entries received throughout the Contest Period. The random drawing will be conducted by Administrator, an independent judging organization whose decisions are final on all matters relating to the School Technology Prize random drawing.

PRIZES:

Contest Prizes:

Three (3) Grand Prizes, one (1) per Grade Level Group overall (K-4, 5-8, 9-12): $20,000 deposited into the winner's CHET 529 College Savings Plan – Direct Plan Account ("**CHET 529 Direct Plan Account**").

Twenty-Four (24) First Prizes, awarded as follows:

- Twelve (12) from Connecticut Alliance schools; four (4) per Grade Level Group (K-4, 5-8, 9-12): $5,000 deposited into the winner's CHET 529 Direct Plan Account.
- Twelve (12) from Greater Connecticut schools; four (4) per Grade Level Group (K-4, 5-8, 9-12): $5,000 deposited into the winner's CHET 529 Direct Plan Account.

Two-Hundred Forty (240) Second Prizes, awarded as follows:

- One-Hundred Twenty (120) from Connecticut Alliance schools; forty (40) per Grade Level Group (K-4, 5-8, 9-12): $500 deposited into the winner's CHET 529 Direct Plan Account.
- One-Hundred Twenty (120) from Greater Connecticut schools; forty (40) per Grade Level Group (K-4, 5-8, 9-12): $500 deposited into the winner's CHET 529 Direct Plan Account.

Each Parent/Guardian Entrant who submits a winning Original Work will be listed as the "Participant" or "Account Owner" of the CHET 529 Direct Plan Account and will be required to submit a completed CHET 529 Direct Plan Account Application established for the benefit of the Eligible Student submitting the winning Original Work to receive the prize. If a CHET 529 Direct Plan Account has previously been established by the Parent/Guardian Entrant for the benefit of such child, the prize may, at the election of the winning Parent/Guardian Entrant, be contributed directly into that previously established CHET 529 Direct Plan Account. **All prizes will only be deposited into an eligible CHET 529 Direct Plan Account. CHET 529 College Savings Plan - Advisor Plan Accounts ("CHET 529 Advisor Plan Accounts") are not eligible to receive prize awards for this Contest.** The prize is a contribution to the CHET 529 Direct Plan Account and will be treated as a contribution made by or on behalf of the winning Parent/Guardian Entrant to the CHET 529 Direct Plan Account. Each winning Parent/Guardian Entrant (parent/guardian) must be the Account Owner of the CHET 529 Direct Plan Account and the Eligible Student who created the Original Work must be the beneficiary. The prize may be contributed only to a CHET 529 Direct Plan Account established by the winning Parent/Guardian Entrant for the benefit of the child submitting the winning Original Work.

All federal, state and local taxes on Contest Prizes are solely the responsibility of the winning Parent/Guardian Entrant and not the responsibility of CHET, the Office of State Treasurer Erick Russell, Fidelity Brokerage Services LLC, or their respective affiliates or agents thereof. Parent/Guardian Entrant must make election of an investment option applicable to the CHET 529 Direct Plan Account at the time the CHET 529 Direct Plan Account is opened. Additional restrictions may apply. Investments in a CHET 529 Direct Plan Account are municipal fund securities and subject to market volatility and fluctuation. You may have a gain or loss in your Account. For more details on the CHET 529 Direct Plan, please read the CHET 529 Direct Plan Fact Kit.

School Technology Prizes:

Ten (10) School Technology Prizes: A $5,000 School Technology Package, awarded to the School District or entity responsible for the management and administration of the School in which the Eligible Student listed on the Entry attends. The School Technology Prizes will be awarded directly to the winning School only and will not be awarded to a corresponding Parent/Guardian Entrant or Eligible Student. Limit one (1) School Technology Prize per School. Award of a School Technology Prize is subject to applicable laws/regulations regarding receipt of gifts, prizes and awards from third party entities. Winners of a School Technology Prize are responsible for any federal, state and local taxes, and cannot claim any charitable deduction or tax benefit in conjunction with Sponsor's award of the Prize.

No prize substitution, cash equivalent, or transfer of prizes permitted except at sole discretion of the Sponsor. Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if advertised prizes are unavailable. All details of prize awards not specified herein shall be determined solely by Sponsor.

NOTIFICATION OF WINNERS: Potential winners (Parent/Guardian Entrants and their Eligible Students, as well as School Administrators associated with winning Schools) will be notified by email and/or U.S. Mail and phone. All potential winners must comply with all terms and conditions of these Official Rules, and being declared an official winner is contingent upon fulfilling all requirements set forth herein. Potential Grand and First Contest Prize winners will be required to complete and return a Declaration of Eligibility/Compliance (including providing his/her Social Security Number or Taxpayer ID# for tax purposes and documentation stated above) and a Publicity/Liability Release ("**Release**"), as allowed by law, and assignment of rights (as applicable). Potential Second Prize Contest Prize winners will be required to complete and return an Address/Eligibility Verification Form. School Administrators associated with potential winning Schools of a School Technology Prize will be required to complete and return a Prize Acceptance Letter/Waiver and must also provide an IRS determination letter or other documentation granting tax exempt status, as applicable. All potential winners must complete and return requested documents as instructed by deadline date specified or they may forfeit the rights to the prize. In the event of prize forfeiture, a potential winner is disqualified for any reason, a potential winner is unreachable, the prize notification is undeliverable, or if a potential winner declines acceptance of the prize, Sponsor may award the prize to an alternate potential winner (as outlined above). All potential winners of the Contest are subject to verification by Sponsor or Administrator, whose decisions as to the administration and operation of the Contest and the selection and verification of potential winners are final and binding in all matters related to the Contest. All materials submitted become the sole property of Sponsor and will not be returned.

LIMITATIONS OF LIABILITY: Sponsor & Others are not responsible for lost, late, mutilated, delayed, inaccurate, incomplete, postage due or misdirected Entries, interrupted or unavailable network/app servers involved processing Entries, app/internet access or other connections, miscommunications, failed telephone or computer transmissions/failures of any kind or jumbled, scrambled or misdirected Entries, or for phone, electrical, network, computer hardware or software or program malfunctions, inability to upload or download any information in connection with participating in the Contest, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person or person's computer/device or property related to participating in the Contest. Persons found tampering with, abusing any aspect of this Contest, or violating these Official Rules, will be disqualified and may be subject to prosecution. CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner or Entry, the winning Entry will be declared made by the authorized account holder of the email

address associated with the Online Entry or listed on winner's Mail-in Entry. "Authorized email account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to show proof of being the authorized account holder associated with the Entry. IN NO EVENT WILL SPONSOR AND ITS AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THIS CONTEST OR ACCEPTANCE OR USE/MISUSE OF ANY PRIZE.

GENERAL CONDITIONS: By entering this Contest and/or accepting a prize as a winner, each Parent/Guardian Entrant/Eligible Student/School Administrator/winner agrees that they have read these Official Rules and will be strictly bound by them. Sponsor's decisions shall be final in all matters pertaining to this Contest and any/all prizes awarded. By accepting a prize, winners grant Sponsor the right to use their individual names, School names, addresses, photographs, and likenesses for advertising, publicity and promotional purposes and for any other such purposes as Sponsor so determines, in any and all media worldwide without limitation, without further compensation or permission, except where prohibited by law. All federal, state and local laws apply. Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, viruses, tampering, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right in its sole discretion to suspend or terminate the Contest and award Contest prizes based on the judging criteria for Contest winners [and per School Designation (Greater Connecticut School or Connecticut Alliance School) and Grade Level] and for the School Technology Prizes, in a random drawing from among all eligible School Technology Prize Entries received prior to cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. No more than the stated number of prizes will be awarded. Neither the Sponsor nor the teachers are responsible for any lost, stolen or misplaced entries provided to teachers. The Sponsor will not verify whether any particular Entry has been received.

DISPUTES: PARENT/GUARDIAN ENTRANT/SCHOOL ADMINISTRATOR AGREE THAT: Any and all disputes, claims and causes of action arising out of or connected with this Contest shall be interpreted under, governed by and enforced according to the laws of the State of Connecticut. Parent/Guardian Entrants and Schools submit to the jurisdiction of the courts of the State of Connecticut, or of the United States of America sitting in the State of Connecticut. ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS CONTEST BUT IN NO EVENT ATTORNEYS' FEES; AND UNDER NO CIRCUMSTANCES WILL PARENT/GUARDIAN ENTRANT/SCHOOL ADMINISTRATOR BE PERMITTED TO OBTAIN AWARDS FOR, AND PARENT/GUARDIAN ENTRANT/SCHOOL ADMINISTRATOR HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Parent/Guardian Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

GENERAL RELEASE: Each Parent/Guardian Entrant, Eligible Student and School Administrator hereby agrees to release, indemnify, and hold harmless Sponsor & Others, from any claims, actions, damages, losses or injury of any kind including but not limited to personal injury or death, resulting from participating in the Contest or from acceptance, use or misuse of any prize awarded or participation in any prize-related activity. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss or damage to property; and/or claims of third parties. Parent/Guardian Entrants/Eligible Students/School Administrators agree that Sponsor & Others have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express, or implied (including

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but not limited to the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Contest or to any prize.

PRIVACY: Any personally identifiable information collected during your participation in this Contest will be collected by Sponsor and used by it and its agents for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules, and in accordance with Sponsor's Privacy Policy, posted at https://www.fidelity.com/privacy-policy and as allowed by law.

WINNERS LIST: For the first initial, last name, and state of the winners and the winning School names, send a stamped, self-addressed envelope to: The 2025 CHET Dream Big! Competition - Winners, PO Box 7760 (Dept. AN), Melville, NY 11775-7760.

#1211146.1.0

Docusign Envelope ID: 19C947C3-F508-4887-8003-47AE501F6259

THE 2025 CHET DREAM BIG! COMPETITION FOR K-12 STUDENTS
SCHOOL PRIZE ACCEPTANCE FORM

In connection with my school's Entry in the 2025 CHET Dream Big! Competition for K-12 Students ("Contest") and to satisfy the eligibility requirements, I hereby certify and attest to the following:

NAME:_____ TITLE:_____

MY EMAIL:_____

SCHOOL NAME AND ADDRESS:

_____

SCHOOL TAXPAYER ID:_____

SCHOOL PHONE:_____

In connection with my school's Entry in the 2025 CHET Dream Big! Competition for K-12 Students ("Contest") and to satisfy the eligibility requirements, I hereby certify and attest to the following:

1. I hereby agree that Fidelity Brokerage Services LLC (the "Sponsor"), its affiliates, subsidiaries, assigns, licensees, and legal representatives shall have without further obligation the right to use my school's name and the name of any designated school staff member, photographs and likenesses in connection with the publicity and advertising and promotional activities of the Contest.

2. I hereby release and hold harmless the Sponsor, Connecticut Office of State Treasurer Erick Russell, Connecticut Higher Education Trust ("CHET"), and each of their respective affiliates, officers, directors, agents, and employees, from all liability or responsibility for any claim arising in connection with participation in this Contest or any prize awarded. I also assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of prize or in any manner related to the Contest, other than to provide my school with the prize we may win.

3. I understand that all Federal, State and other taxes on the value of the prize my school may win will be my school's sole responsibility. Therefore, my school's Taxpayer ID number is necessary to provide for tax purposes. If my school is claiming Tax Exempt status, I must include the school's IRS Sec 501(c)3 Determination Letter when returning my form.

4. I understand that if I make any false statements herein, my school will automatically be disqualified. I attest I have read, or have read to me and understand all the foregoing provisions of this form, prior to its execution and agree to be bound by them.

5. I acknowledge that my school's prize may automatically be forfeited if this form is not received by 12:00pm ET on February 14, 2026.

Name (please sign): Date:

_____

For Official Use Only
20-2737-16
A Sponsor-specified Technology package
DEPT EH
1053848.4.0



THE CHET DREAM BIG! COMPETITION 2025

GRAND PRIZE WINNERS

(All winners have been notified by email and are subject to verification of eligibility.)

K-4: Sienna B. | Newington

5-8: Dylan L. | Wallingford

9-12: Eva R. | Farmington

FIRST PRIZE WINNERS

(All winners have been notified by email and are subject to verification of eligibility.)

K-4	5-8	9-12
Jagger C. | Orange	Keira E. | Hamden	Molly G. | New Britain
Franchesca D. | Ledyard	Akhilesh M. | Shelton	Madeleine L. | Groton
Reem E. | Hamden	Alexandru O. | Wilton	Aadi P. | East Hartford
Ava M. | Ridgefield	Charli P. | Fairfield	Jenisse R. | Stratford
Anishka Maia M. | Middlebury	Valentina R. | Middletown	Anthony S. | North Haven
Colt R. | Wolcott	Jamilla Marice S. | Hamden	Rithvik S. | Ellington
Camillia R. | Bloomfield	George U. | West Hartford	Mackenzie W. | Branford
Willow T. | Windsor	Logan Z. | East Hampton	Molly W. | Tolland



SECOND PRIZE WINNERS

(All winners have been notified by email and are subject to verification of eligibility.)

GRADES: K-4

Olivia A.	Sofia F.	Eliana M.	Arya R.
Kinley A.	Joseph F.	Raina M.	Easton S.
Reagan A.	Colby F.	Bradley M.	Aya S.
Mika A.	Nicholas G.	Rose M.	Benjamin S.
Eva A.	Leilani G.	Ella M.	Avyan S.
Adam B.	Ethelene G.	Grayson M.	Greyson S.
Seyon B.	Anya G.	Matthew M.	Devin S.
Grayson B.	Zakariyah H.	Ayush M.	Tyreese S.
Sawyer B.	Akilah H.	Sachin N.	Aurora S.
Frances B.	Kensley H.	Olivia P.	Logan S.
Dakari B.	Josiah H.	Ovee P.	Ethan S.
Charlotte B.	Charleigh H.	Ijay P.	Hisha Hashini S.
Alaina C.	Emma H.	Isaac P.	Jack S.
Siris C.	Ningchen J.	Charlie P.	Rylan S.
Rohmee C.	Noah J.	Scarlett P.	Sherlyn T.
Lorenzo C.	Deeksha K.	Emma P.	Julianne T.
Edward C.	James K.	Trisha P.	Mikayla V.
Laila D.	Hazel K.	Roy R.	Harper Z.
Alex D.	Grayson L.	Bayoleth R.	Eshal Z.
Norah D.	Sophie L.	Cecelia R.	Emilia Z.

GRADES: 5-8

Matthew A.	Cameron H.	Valerie M.	Madeline R.
Margaret A.	Vivianne H.	Aadhya M.	Charlotte R.
Parker A.	Jordan H.	Jeana M.	Samantha R.
Nathaniel A.	Laila H.	Seraiah M.	Lincoln R.
Aislinn Gail A.	Anna H.	Samuel M.	Anthony S.
Elliot B.	Nadine J.	Maxiniliano M.	Elijah S.
Luka B.	Sahana K.	Taylor M.	Amelia S.
Anabelle B.	Benjamin K.	Elias N.	Sylvia S.
Katerina B.	Sylvanna K.	Shersey N.	Madeleine S.
Amelie C.	Maia K.	Derek O.	Langston S.
Kara C.	Morgann K.	Chidera O.	Gloria S.
Semaj C.	Leon K.	Jacob O.	Anna T.
Sarah D.	Farrah L.	Ayden P.	Lucas T.
Zisel D.	Mark L.	Dashiell P.	Aavani T.
Lucy D.	Muchen L.	Saavir P.	Vihaan V.
Elizabeth D.	Noel L.	Mackenna P.	Rushali W.
Eudora E.	Camila L.	Ian P.	Lillian W.
Isla G.	Madeline L.	Riley P.	Keren Y.
Adorah G.	Luca M.	Danielle Q.	Emma Z.
Bri G.	Hemang Vijay M.	Davinna Q.	Ava Z.

GRADES: 9-12

Abu A.
Alexis A.
Richardson A.
Hiba A.
Isabella A.
Deeksha A.
Aman A.
Laniya A.
Charles B.
William B.
Shreyal B.
Eva B.
Isaias B.
Mianna B.
Sara C.
Leonardo C.
Chloe C.
Eric C.
Antonia C.
Tess C.

Hanalei C.
Aidan D.
Delmazio D.
Eliza E.
Marileidy E.
Autumn E.
Ekaterina F.
Mohammadu F.
Olive F.
Andrea G.
Wayne H.
Alec H.
Diliyah H.
Hillary H.
Julius I.
Charlotte J.
Madisyn J.
Nora K.
Gavin K.
Lily K.

Madison L.
Sophia L.
Julia L.
Dharini L.
Katerina M.
Meagan M.
Samantha M.
Kiley N.
Maya N.
Amelia N.
Aishi N.
Sivan N.
Adrian N.
Mateo N.
Valeria O.
Finn O.
Noah P.
Avik P.
Alyvia P.
Clare P.

Jovanni R.
Sydney R.
Christopher R.
Addiel R.
Lily R.
Bibi S.
Kaylee S.
Rameen S.
Aarav S.
Addison S.
Leiah S.
Elona S.
Abrahim T.
London T.
Paul U.
Ella W.
Minetta W.
Lavan Y.
Erika Z.
Patrick Z.

SCHOOL WINNERS

(All school winners are subject to verification of eligibility.)

Bishop Woods Architecture and Design Magnet School | New Haven

Cheshire High School | Cheshire

Deer Run School | East Haven

Driggs School | Waterbury

Elm City Montessori School | New Haven

Griswold Elementary School | Griswold

Keeney School | Manchester

Newfield School | Stamford

Somers Elementary School | Somers

St. Thomas Aquinas Catholic School | Fairfield

#12

Waterbury Board of Education

FY 2025-2026

March
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	MARCH EXPENDITURE	MARCH ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$10,922,425	$10,922,425	$7,981,321	$0	$2,941,104	$10,953,475	($31,050)
511102	Teachers	$32,216,577	$32,216,577	$18,949,622	$0	$13,266,955	$32,279,183	($62,606)
511104	Superintendent	$454,426	$454,426	$331,913	$0	$122,513	$462,154	($7,728)
511106	Early Incentive Certifiied	$526,072	$526,072	$711,075	$0	($185,003)	$711,075	($185,003)
511107	Certified Coaches	$770,000	$770,000	$504,667	$0	$265,333	$770,000	$0
511108	School Psychologists	$1,358,071	$1,358,071	$658,989	$0	$699,082	$1,055,564	$302,507
511109	School Social Workers	$2,365,883	$2,365,883	$1,367,303	$0	$998,580	$2,217,666	$148,217
511110	Speech Pathologists	$2,498,279	$2,498,279	$1,991,693	$0	$506,586	$3,163,985	($665,706)
511111	Assistant Superintendent	$173,250	$173,250	$19,990	$0	$153,260	$19,990	$153,260
511113	Extra Compensatory Stipend	$159,000	$159,000	$0	$0	$159,000	$159,000	$0
511201	Non-Certified Salaries	$3,039,351	$3,039,351	$1,162,723	$0	$1,876,628	$3,020,177	$19,174
511202	Clerical Wages	$1,182,727	$1,182,727	$792,422	$0	$390,305	$1,132,122	$50,605
511204	Crossing Guards	$391,442	$391,442	$294,315	$0	$97,127	$405,003	($13,561)
511206	Educational	$418,909	$418,909	$201,208	$0	$217,701	$297,541	$121,368
511212	Substitute Teachers	$520,000	$520,000	$199,701	$12,806	$307,493	$218,727	$301,273
511217	Library Aides	$148,125	$148,125	$116,112	$0	$32,013	$161,696	($13,571)
511219	School Clerical	$2,421,154	$2,421,154	$1,700,948	$0	$720,206	$2,470,904	($49,750)
511220	Fiscal Administration	$775,301	$775,301	$417,977	$0	$357,324	$582,673	$192,628
511222	Transportation Coordinator	$217,296	$217,296	$147,677	$0	$69,619	$211,778	$5,518
511223	Office Aides	$180,000	$180,000	$84,870	$0	$95,130	$143,411	$36,589
511225	School Maintenance Non-Certified	$2,675,166	$2,675,166	$1,721,684	$0	$953,482	$2,388,434	$286,732
511226	Custodians Non-Certified	$6,242,816	$6,242,816	$4,537,241	$0	$1,705,575	$6,195,904	$46,912
511227	Overtime - Outside Activities	$300,000	$300,000	$148,106	$0	$151,894	$300,000	$0
511228	Paraprofessionals	$10,056,786	$10,056,786	$7,028,613	$0	$3,028,173	$10,085,115	($28,329)
511229	Bus Duty	$265,000	$265,000	$4,443	$0	$260,557	$265,000	$0
511232	Attendance Counselors	$131,096	$131,096	$65,891	$0	$65,205	$110,853	$20,243
511233	ABA Behaviorial Therapist	$917,094	$917,094	$539,513	$0	$377,581	$783,316	$133,778
511234	Interpreters	$158,714	$158,714	$107,464	$0	$51,250	$152,326	$6,388
511236	Snow Removal	$0	$0	$108,822	$0	($108,822)	$108,822	($108,822)
511650	Overtime	$775,000	$775,000	$532,134	$0	$242,866	$775,000	$0
511653	Longevity	$5,620	$5,620	$6,930	$0	($1,310)	$6,930	($1,310)
511700	Extra Police Protection	$1,011,747	$1,011,747	$194,965	$0	$816,782	$1,011,747	$0
511800	Vacation and Sick Term Payout	$548,442	$548,442	$121,258	$0	$427,184	$548,442	$0
522501	Health Insurance-General	$11,000,000	$11,000,000	$11,000,000	$0	$0	$11,000,000	$0
529001	Car Allowance	$104,800	$104,800	$73,990	$0	$30,810	$104,800	$0
529003	Meal Allowances	$15,000	$15,000	$14,136	$2,125	($1,260)	$20,000	($5,000)
Subtotal Salaries		**$94,945,569**	**$94,945,569**	**$63,839,716**	**$14,931**	**$31,090,922**	**$94,292,813**	**$652,757**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	MARCH EXPENDITURE	MARCH ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$2,636,571	$221,633	$1,341,796	$4,350,000	($150,000)
533020	Consulting Services	$269,796	$269,796	$109,071	$86,716	$74,010	$269,796	$0
533100	Auditing	$64,000	$64,000	$64,000	$0	$0	$64,000	$0
539005	Sporting Officials	$25,000	$25,000	$25,000	$0	$0	$25,000	$0
539008	Messenger Service	$40,000	$40,000	$25,245	$8,602	$6,153	$40,000	$0
543000	General Repairs & Maintenance	$1,546,830	$1,546,830	$795,146	$369,819	$381,866	$1,546,830	$0
543011	Maintenance - Service Contracts	$920,000	$895,000	$567,318	$301,675	$26,007	$895,000	$0
544002	Building Rental	$581,542	$581,542	$394,422	$172,984	$14,136	$581,542	$0
545002	Water	$275,000	$275,000	$160,733	$0	$114,267	$275,000	$0
545006	Electricity	$3,900,000	$3,900,000	$2,848,775	$0	$1,051,225	$4,115,692	($215,692)
545013	Security/Safety	$100,000	$100,000	$87,402	$7,811	$4,787	$100,000	$0
551000	Pupil Transportation	$20,916,330	$20,916,330	$12,617,643	$7,609,103	$689,584	$21,337,565	($421,235)
553001	Postage	$45,000	$45,000	$25,713	$0	$19,287	$45,000	$0
553002	Telephone	$200,000	$200,000	$187,251	$11,664	$1,085	$200,000	$0
553005	Wide-area Network (SBC)	$100,408	$100,408	$75,531	$21,968	$2,908	$100,408	$0
556055	Tuition - Outside	$19,600,856	$19,600,856	$10,829,862	$4,542,064	$4,228,930	$19,332,985	$267,871
556056	Purchased Service - Outside	$4,655,000	$4,655,000	$2,142,356	$1,753,123	$759,521	$4,354,789	$300,211
557000	Tuition Reimbursement	$15,000	$15,000	$14,191	$0	$809	$15,000	$0
558000	Travel Expenses	$5,000	$15,020	$14,632	$0	$388	$15,020	$0
559001	Advertising	$13,000	$283	$283	$0	$0	$283	$0
559002	Printing & Binding	$18,000	$18,000	$4,174	$0	$13,826	$13,000	$5,000
559104	Insurance - Athletics	$22,351	$19,851	$19,851	$0	$0	$19,851	$0
Subtotal Purchased Services		**$57,513,113**	**$57,482,917**	**$33,645,169**	**$15,107,162**	**$8,730,585**	**$57,696,761**	**($213,845)**
Supplies/Materials								
561100	Instructional Supplies	$1,392,104	$1,382,084	$868,740	$115,678	$397,666	$1,382,084	$0
561200	Office Supplies	$75,590	$75,590	$27,525	$10,851	$37,214	$60,000	$15,590
561210	Intake Center Supplies	$3,500	$3,500	$3,046	$378	$76	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$24,724	$9,777	$15,499	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$2,980	$1,113	$3,907	$8,000	$0
561501	Diesel	$160,284	$160,284	$100,238	$52,007	$8,039	$160,284	$0
561503	Gasoline	$208,294	$208,294	$147,263	$25,965	$35,065	$208,294	$0
561505	Natural Gas	$1,650,000	$1,650,000	$1,571,339	$0	$78,661	$2,119,813	($469,813)
561507	Janitorial Supplies	$465,000	$465,000	$340,829	$15,765	$108,406	$465,000	$0
561508	Electrical Supplies	$60,000	$60,000	$19,521	$14,896	$25,584	$60,000	$0
561509	Plumbing Supplies	$110,000	$135,000	$100,628	$34,354	$19	$135,000	$0
561510	Building & Ground Supplies	$200,000	$200,000	$142,408	$45,347	$12,245	$200,000	$0
561511	Propane	$338,500	$338,500	$330,367	$8,133	$0	$338,500	$0
567000	Clothing Supplies	$50,000	$50,000	$47,563	$1,412	$1,025	$50,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,784	$0	$217	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$7,162	$4,308	$3,530	$15,000	$0
569029	Athletic Supplies	$137,896	$137,896	$85,656	$49,423	$2,817	$137,896	$0
Subtotal Supplies/Materials		**$4,926,168**	**$4,941,148**	**$3,821,772**	**$389,407**	**$729,969**	**$5,395,371**	**($454,223)**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	MARCH EXPENDITURE	MARCH ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$5,960	$2,000	$7,040	$15,000	$0
575200	Office Equipment	$170,000	$170,000	$75,574	$82,901	$11,526	$170,000	$0
575408	Plant Equipment	$40,000	$40,000	$19,288	$3,946	$16,766	$25,000	$15,000
Subtotal Property		**$225,000**	**$225,000**	**$100,822**	**$88,847**	**$35,332**	**$210,000**	**$15,000**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$3,590	$8,410	$0	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$15,526	$0	$5,174	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$9,139	$0	$312	$9,139	$311
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$7,274	$0	$2,726	$10,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$1,461	$0	$1,539	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$39,900	$965	$24,135	$65,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$145,000	$160,216	$160,216	$0	$0	$160,216	$0
Total Other/Miscellaneous		**$765,150**	**$780,366**	**$737,104**	**$9,375**	**$33,887**	**$780,055**	**$311**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$102,144,583**	**$15,609,721**	**$40,620,695**	**$158,374,999**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$71,617,091**	**$71,617,091**	**$42,374,899**	**$0**	**$29,242,192**	**$71,617,091**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$75,242,091**	**$75,242,091**	**$42,374,899**	**$0**	**$32,867,192**	**$71,617,091**	**$3,625,000**
GRAND TOTAL ALL FUNDING		**$233,617,091**	**$233,617,091**	**$144,519,482**	**$15,609,721**	**$73,487,887**	**$229,992,090**	**$3,625,000**

#13a

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: April 29, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and BSC Group, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and BSC Group, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
BSC GROUP, INC.

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 06702 (the "City") and BSC GROUP, INC., located at 655 WINDING BROOK DRIVE, GLASTONBURY, CT 06033, a State of Connecticut duly registered foreign (MA) corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") 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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 186 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (10 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 186 pages, and Consultant's Cost Information Schedule, consisting of 10 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Parks/Recreation – Inspection
- Construction Administration
- Water Main Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 Consultant representative acceptable to the City's Using Agency.

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.

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

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 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 (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

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 include a waiver of subrogation on all policies 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 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 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. 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.

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

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very

low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum

extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

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

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

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

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

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

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

notice of termination to the Consultant.

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

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

15. Force Majeure. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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

having any such interest shall be employed.

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: BSC GROUP, INC.
655 WINDING BROOK DRIVE
GLASTONBURY, CT 06033

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

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

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

Contract, including but not limited to the following:

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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:_____
Print name:

Sign:_____
Print name:

BSC GROUP, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 186 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (10 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAURENN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
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 Respondent 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 Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "**REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements.**"
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

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

<u>Clarifications</u>:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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.

BSC GROUP

COST INFORMATION SCHEDULE (RFQ #8132)
NOVEMBER 1, 2024

Engineering On-Call Services 2025-2027

City of Waterbury







ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: BSC Group, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☒ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____12__ years of experience and specialty.	$ 250.00_____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum ____7___ years of experience and specialty.	$ 200____	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 6 years of experience and specialty.	$ 175.00	$
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 4 years of experience and specialty.	$ 140.00	$
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 6 years of experience and specialty.	$ 165.00	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 2 years of experience and specialty.	$ 110.00	$
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 6 years of experience and specialty.	$ 140.00	$
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 115.00	$
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 230.00	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum 5 years of experience and specialty.	$ 165.00	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum 5 years of experience and specialty.	$ 180.00	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 6 years of experience and specialty.	$ 210.00	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 4 years of experience and specialty.	$ 140.00	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 15 years of experience and specialty.	$ 285.00	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 2 years of experience and specialty.	$ 105.00	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 4 years of experience and a Rod Man with a minimum of 6 months experience,	$ 250.00	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ 330.00	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 1.05
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.69
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 1.05
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 1.65
5	Large Format Mylar Plotting	S.F.	$ 3.55
6	Electronic Scanning	S.F.	$ 0.55
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.11
8	Blackline prints	Cost	Cost + 0 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 0 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 0 %
11	Other project-related reimbursable expenses	Cost	Cost + 0 %

12	Reproduction Costs	Per page	Cost + 0 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 0 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 0 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

BSC GROUP

www.bscgroup.com



#13b

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: April 29, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Environmental Partners CT, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Environmental Partners CT, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
ENVIRONMENTAL PARTNERS CT, INC.

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 06702 (the "City") and ENVIRONMENTAL PARTNERS CT, INC., located at 2101 Gaither Rd, Suite 500, Rockville, MD 20850-4037, a State of Connecticut duly registered domestic corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") 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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 221 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (23 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 221 pages, and Consultant's Cost Information Schedule, consisting of 23 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services on Administration
- Water Pollution Control Facility Construction Administration Services
- Water Pollution Control Facility Resident Engineer and Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam – Inspection Services
- Water Filtration Plant Improvement –Inspection Services
- Water Main Inspection Services
- Water Storage Tank Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;

1.3.2 provides a general description of the Task Order project;

1.3.3 provides the time by which all work under the Task Order shall be completed;

1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;

1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;

1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 Consultant representative acceptable to the City's Using Agency.

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.

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

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 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 (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate

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

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 include a waiver of subrogation on all policies 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 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 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. 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.

9.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies.

Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant’s obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from

future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

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

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports,

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

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

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

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

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

15. Force Majeure. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

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

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any

shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

RFP No. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: ENVIRONMENTAL PARTNERS CT, INC.
2101 Gaither Rd, Suite 500
Rockville, MD 20850-4037

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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:_____
Print name:

Sign:_____
Print name:

ENVIRONMENTAL PARTNERS CT, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 221 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (23 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
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 Respondent 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 Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

*3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "***REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements."**
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

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

Clarifications:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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.

City of Waterbury, CT | RFQ #8132

ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027

November 1, 2024

ATTACHMENT E: COST INFORMATION SCHEDULE



ENVIRONMENTAL PARTNERS
— An Apex Company —

ENVIRONMENTAL PARTNERS
— An Apex Company —

November 1, 2024

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

RE: Engineering On-Call Services 2025 through 2027; RFQ #8132; Attachment E: Cost Information Schedule

Dear Mr. McCaffery:

Environmental Partners CT, Inc. (EP) is pleased to express our interest in continuing to provide on-call engineering services for the City of Waterbury. As prescribed in the City's RFQ, our completed Attachment E: Cost Information Schedule has been submitted under a separate cover in a separately sealed envelope.

We trust that our partnership formed with the City over the last four years, our successfully completed task orders, and responsiveness have shown our commitment to you, and that you will also find our record of performance in other communities to be impeccable. EP acknowledges receipt of Addenda #1 and we look forward to discussing our approach and qualifications with you.

If you have any questions about the information contained in our response, please do not hesitate to contact either Ryan Allgrove or I directly.

Sincerely,
Environmental Partners CT, Inc.

Ryan J. Trahan, PE
President
Phone: 617.657.0253
Email: rjt@envpartners.com

Ryan J. Allgrove, PE
Program Manager
Phone: 617.657.0281
Email: rja@envpartners.com

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Environmental Partners CT, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☑ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (~~Project~~) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 238.00	$ N/A
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 210.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 180.00	$ N/A
Engineer ~~(Senior)~~ (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 160.00	$ 240.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 3 years of experience and specialty.	$ 160.00	$ N/A
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 115.00	$ N/A
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 145.00	$ N/A
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 115.00	$ 172.50
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 7 years of experience and specialty.	$ 205.00	$ N/A
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 135.00	$ N/A
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 238.00	$ N/A
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 1 years of experience and specialty.	$ 99.00	$ N/A
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 15 years of experience and specialty. Principal - Civil	$ 265.00	$ N/A
Project Manager	Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 238.00	$ N/A
Senior Project Engineer	Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 210.00	$ N/A
Project Engineer	Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 180.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer	Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 160.00	$ 240.00
	Specify minimum _____ years of experience and specialty.	$	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 1.00
2	Color Printing and photocopies (Up to 11"x17")	Each.	$
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 1.00
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 1.00
5	Large Format Mylar Plotting	S.F.	$
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$
8	Blackline prints	Cost	Cost + 5 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 5 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 5 %
11	Other project-related reimbursable expenses	Cost	Cost + 10 %

12	Reproduction Costs	Per page	Cost + 5 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Environmental Partners CT, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ☑ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer ~~(Project)~~ (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 245.00	$ N/A
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 217.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 187.00	$ N/A
Engineer ~~(Senior)~~ (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 168.00	$ 252.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 3 years of experience and specialty.	$ 168.00	$ N/A
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 121.00	$ N/A
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 152.00	$ N/A
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 121.00	$ 181.50
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 7 years of experience and specialty.	$ 212.00	$ N/A
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 140.00	$ N/A
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 245.00	$ N/A
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 1 years of experience and specialty.	$ 104.00	$ N/A
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal	Specify minimum 15 years of experience and specialty. Principal - Civil	$ 272.00	$ N/A
Project Manager	Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 245.00	$ N/A
Senior Project Engineer	Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 217.00	$ N/A
Project Engineer	Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 187.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer	Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 168.00	$ 252.00
	Specify minimum _____ years of experience and specialty.	$	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 1.00
2	Color Printing and photocopies (Up to 11"x17")	Each.	$
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 1.00
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 1.00
5	Large Format Mylar Plotting	S.F.	$
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$
8	Blackline prints	Cost	Cost + 5 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 5 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 5 %
11	Other project-related reimbursable expenses	Cost	Cost + 10 %

12	Reproduction Costs	Per page	Cost + 5 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Environmental Partners CT, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ☑ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (~~Project~~) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 252.00	$ N/A
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 224.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 195.00	$ N/A
Engineer ~~(Senior)~~ (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 176.00	$ 264.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 3 years of experience and specialty.	$ 176.00	$ N/A
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 1 years of experience and specialty.	$ 127.00	$ N/A
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 160.00	$ N/A
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 1 years of experience and specialty.	$ 127.00	$ 190.50
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum 7 years of experience and specialty.	$ 218.00	$ N/A
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
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ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

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Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 252.00	$ N/A
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 1 years of experience and specialty.	$ 109.00	$ N/A
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Principal	Specify minimum 15 years of experience and specialty. Principal - Civil	$ 280.00	$ N/A
Project Manager	Specify minimum 10 years of experience and specialty. Project Manager - Civil	$ 252.00	$ N/A
Senior Project Engineer	Specify minimum 7 years of experience and specialty. Senior Project Engineer - Civil	$ 224.00	$ N/A
Project Engineer	Specify minimum 4 years of experience and specialty. Project Engineer - Civil	$ 195.00	$ N/A

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer	Specify minimum 1 years of experience and specialty. Engineer - Civil	$ 176.00	$ 264.00
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ATTACHMENT E – COST INFORMATION SCHEDULE

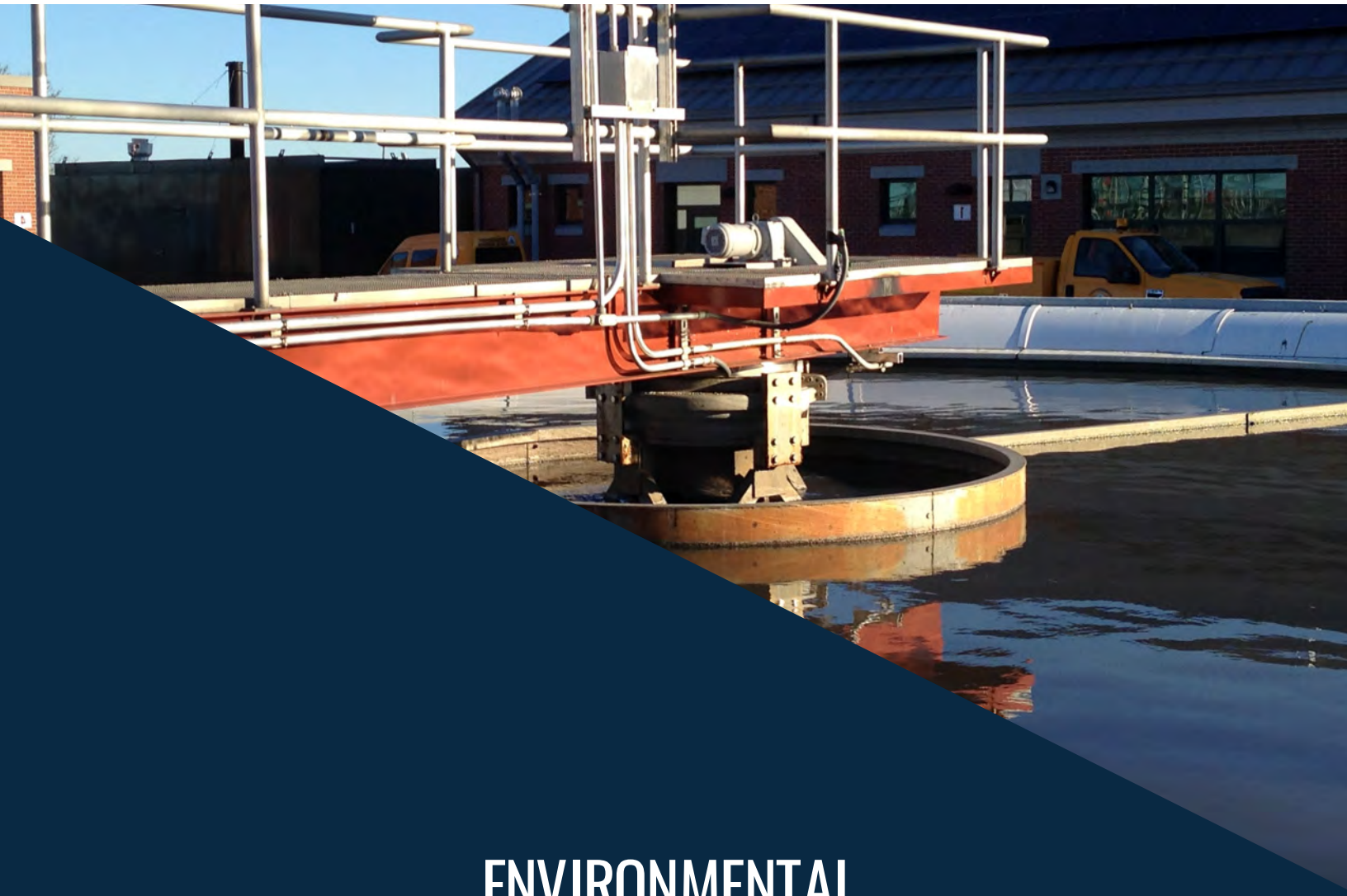
City of Waterbury

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END OF SECTION



ENVIRONMENTAL PARTNERS

— An Apex Company —

#13c

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: April 29, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Luchs Consulting Engineers LLC.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Luchs Consulting Engineers LLC. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
LUCHS CONSULTING ENGINEERS 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 06702 (the "City") and LUCHS CONSULTING ENGINEERS LLC, located at 89 COLONY ST, MERIDEN, CT 06451, a State of Connecticut duly registered domestic limited liability company (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") 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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 74 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 74 pages, and Consultant's Cost Information Schedule, consisting of 18 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Parks/Recreation – Inspection
- Construction Administration
- Construction or Resident Engineering Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam Inspection Services
- Water Main Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 Consultant representative acceptable to the City's Using Agency.

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.

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

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated November 1, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

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

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 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 (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate

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

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 include a waiver of subrogation on all policies 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 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 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. 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.

9.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies.

Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant’s obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from

future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

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

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports,

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

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

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

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

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

15. Force Majeure. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

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

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any

shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

RFP No. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: LUCHS CONSULTING ENGINEERS LLC
89 COLONY ST
MERIDEN, CT 06451

City: City of Waterbury
c/o _____
Waterbury, CT 0670__

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

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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:_____
Print name:

Sign:_____
Print name:

LUCHS CONSULTING ENGINEERS LLC

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated November 1, 2024 and consisting of 74 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
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 Respondent 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 Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

*3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "***REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements."**
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

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

Clarifications:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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 – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Luchs Consulting Engineers, LLC
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- X 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 20 years of experience and specialty.	$ 185.00	$ 185.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 175.00	$ 175.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 20 years of experience and specialty.	$ 150.00	$ 150.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 8 years of experience and specialty.	$ 135.00	$ 135.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 2 years of experience and specialty.	$ 120.00	$ 120.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 4 years of experience and specialty.	$ 110.00	$ 110.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 120.00	$ 120.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 105.00	$ 105.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 175.00	$ 175.00
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 175.00	$ 175.00

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum __10__ years of experience and specialty.	$ 165.00	$ 165.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum __2___ years of experience and specialty.	$ 125.00	$ 125.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum _10__ years of experience and specialty.	$ 165.00	$ 165.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum __8__ years of experience and specialty.	$ 90.00	$ 90.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of _10__ years of experience and a Rod Man with a minimum of 6 months experience,	$ 285.00	$ 285.00
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal Professional Engineer/Project Manager	Specify minimum _25__ years of experience and specialty. _____	$ 220.00	$ 220.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.25
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.15
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.25
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.50
5	Large Format Mylar Plotting	S.F.	$ 2.00
6	Electronic Scanning	S.F.	$ 0.50
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.10
8	Blackline prints	Cost	Cost + 15 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 15 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 15 %
11	Other project-related reimbursable expenses	Cost	Cost + 15 %

12	Reproduction Costs	Per page	Cost + 15 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 15 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 15 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Luchs Consulting Engineers, LLC
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜x 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 20 years of experience and specialty.	$ 190.00	$ 190.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 20 years of experience and specialty.	$ 155.00	$ 155.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 8 years of experience and specialty.	$ 140.00	$ 140.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 2 years of experience and specialty.	$ 125.00	$ 125.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 4 years of experience and specialty.	$ 115.00	$ 115.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 125.00	$ 125.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 110.00	$ 110.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 170.00	$ 170.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 2 years of experience and specialty.	$ 130.00	$ 130.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 170.00	$ 170.00
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 8 years of experience and specialty.	$ 95.00	$ 95.00
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 10 years of experience and a Rod Man with a minimum of 6 months experience,	$ 290.00	$ 290.00
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal Professional Engineer/Project Manager	Specify minimum 25 years of experience and specialty. _____	$ 225.00	$ 225.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
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4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.50
5	Large Format Mylar Plotting	S.F.	$ 2.00
6	Electronic Scanning	S.F.	$ 0.50
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.10
8	Blackline prints	Cost	Cost + 15 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 15 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 15 %
11	Other project-related reimbursable expenses	Cost	Cost + 15 %

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IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
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NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

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NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Luchs Consulting Engineers, LLC
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- x 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 20 years of experience and specialty.	$ 200.00	$ 200.00
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 10 years of experience and specialty.	$ 190.00	$ 190.00

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 20 years of experience and specialty.	$ 165.00	$ 165.00
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 8 years of experience and specialty.	$ 150.00	$ 150.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum 2 years of experience and specialty.	$ 135.00	$ 135.00
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 4 years of experience and specialty.	$ 125.00	$ 125.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 135.00	$ 135.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 2 years of experience and specialty.	$ 120.00	$ 120.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 190.00	$ 190.00
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum 10 years of experience and specialty.	$ 190.00	$ 190.00

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum 2 years of experience and specialty.	$ 140.00	$ 140.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 10 years of experience and specialty.	$ 180.00	$ 180.00
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3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Principal Professional Engineer/Project Manager	Specify minimum 25 years of experience and specialty. _____	$ 235.00	$ 235.00
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
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4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.50
5	Large Format Mylar Plotting	S.F.	$ 2.00
6	Electronic Scanning	S.F.	$ 0.50
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.10
8	Blackline prints	Cost	Cost + 15 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 15 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 15 %
11	Other project-related reimbursable expenses	Cost	Cost + 15 %

12	Reproduction Costs	Per page	Cost + 15 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 15 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 15 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 10 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

#13d

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: April 29, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Tata & Howard, Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Tata & Howard, Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
TATA & HOWARD, INC.

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 06702 (the "City") and TATA & HOWARD, INC., located at 67 FOREST STREET STE 2, MARLBOROUGH, MA 01752, a State of Connecticut duly registered foreign (MA) corporation, with a place of business at 37 Brookside Road, Waterbury, CT 06708 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; 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 **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") 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 The City's **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 31, 2024 and consisting of 160 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (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 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated October 28, 2024 and consisting of 47 pages, and Consultant's Cost Information Schedule, consisting of 13 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services
- Sanitary Sewer Collection System Construction Administration Services
- Sanitary Sewer Pump Station Construction Administration Services
- Sanitary Sewer Collection System Resident Engineer & Inspection Services
- Sanitary Sewer Pump Station Resident Engineer & Inspection Services
- Water Pump Station Inspection Services
- Reservoir/Dam – Inspection Services
- Water Filtration Plant Improvement Inspection Services
- Water Main Inspection Services
- Water Storage Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

1.4 The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5 Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and

1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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.

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. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the Using Agency and shall deliver monthly 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 Consultant representative acceptable to the City's Using Agency.

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.

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

3.10. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The 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 contact with a student. The Consultant agrees that "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.

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 by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated October 31, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 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 (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate

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

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 include a waiver of subrogation on all policies 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 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 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. 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.

9.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies.

Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant’s obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from

future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

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

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have

the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports,

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

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

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

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

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

15. Force Majeure. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

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

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

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

19. Risk of Damage and Loss. The Consultant shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any

shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

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

equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

RFP No. 8132 and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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: TATA & HOWARD, INC.
67 FOREST STREET STE 2
MARLBOROUGH, MA 01752

With a copy to: TATA & HOWARD, INC.
37 Brookside Road
Waterbury, CT 06708

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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:_____
Print name:

Sign:_____
Print name:

TATA & HOWARD, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 31, 2024 and consisting of 160 pages (incorporated by reference), and the Consultant's completed ATTACHMENT E – COST INFORMATION SCHEDULE (18 page "Cost Information Schedule Packet") (all attached hereto);

1.1.4 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
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 Respondent 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 Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

*3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "***REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements."**
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

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

Clarifications:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ˇ 2025 – 2027, inclusive
- ˇ 2025
- ˇ 2026
- ˇ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
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**

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

Contractor's Pollution Liability Insurance: **$1,000,000 each Occurrence**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

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 – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tata & Howard, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- x̃ 2025
- ˜ 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 5 years of experience and specialty. Water, wastewater, stormwater	$ 176	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty. Water, wastewater, stormwater	$ 214	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum __1___ years of experience and specialty.	$ 121	$ _____
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum __4___ years of experience and specialty.	$ 153	$ _____
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum __1___ years of experience and specialty.	$ 120	$ _____
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _10_ years of experience and specialty.	$ 246	$ _____
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 124	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 8 years of experience and specialty.	$ 195	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 91	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 2 years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Project Officer	Specify minimum 15 years of experience and specialty.	$ 300	$ _____
Senior Engineer	Specify minimum 15 years of experience and specialty. Treatment process design and analysis and holds a PE license	$ 253	$ _____
Associate	Specify minimum 15 years of experience and specialty.	$ 249	$ _____
Senior Project Manager	Specify minimum 15 years of experience and specialty.	$ 214	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Senior Project Designer	Specify minimum 5 years of experience and specialty.	$ 153	$
Project Designer	Specify minimum 3 years of experience and specialty.	$ 145	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.27
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.06
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.27
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.45
5	Large Format Mylar Plotting	S.F.	$ 0.80
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$ .05
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tata & Howard, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- x 2026
- ˜ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 5 years of experience and specialty. Water, wastewater, stormwater	$ 183	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty. Water, wastewater, stormwater	$ 222	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum __1___ years of experience and specialty.	$ 125	$ _____
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum __4___ years of experience and specialty.	$ 159	$ _____
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum __1___ years of experience and specialty.	$ 124	$ _____
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _10_ years of experience and specialty.	$ 255	$ _____
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 128	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 8 years of experience and specialty.	$ 202	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 94	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 2 years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Project Officer	Specify minimum 15 years of experience and specialty.	$ 300	$ _____
Senior Engineer	Specify minimum 15 years of experience and specialty. Treatment process design and analysis and holds a PE license	$ 263	$ _____
Associate	Specify minimum 15 years of experience and specialty.	$ 258	$ _____
Senior Project Manager	Specify minimum 15 years of experience and specialty.	$ 222	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Senior Project Designer	Specify minimum 5 years of experience and specialty.	$ 166	$
Project Designer	Specify minimum 3 years of experience and specialty.	$ 150	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.27
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 0.06
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.27
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.45
5	Large Format Mylar Plotting	S.F.	$ 0.80
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$ .05
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: Tata & Howard, Inc.
(Print Firm Name)

For Calendar Year(s): (check applicable*)
- ˜ 2025 – 2027, inclusive
- ˜ 2025
- ˜ 2026
- x 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 5 years of experience and specialty. Water, wastewater, stormwater	$ 190	$
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 15 years of experience and specialty. Water, wastewater, stormwater	$ 230	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum __1___ years of experience and specialty.	$ 130	$ _____
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum __4___ years of experience and specialty.	$ 165	$ _____
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum_____ years of experience and specialty.	$ _____	$ _____
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum __1___ years of experience and specialty.	$ 128	$ _____
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _10_ years of experience and specialty.	$ 265	$ _____
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum 15 years of experience and specialty.	$ 133	$ _____
Construction Inspector (Staff)	ACI and NICET certified Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum 8 years of experience and specialty.	$ 210	$ _____
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum 5 years of experience and specialty.	$ 97	$ _____
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of 2 years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Project Officer	Specify minimum 15 years of experience and specialty.	$ 300	$ _____
Senior Engineer	Specify minimum 15 years of experience and specialty. Treatment process design and analysis and holds a PE license	$ 273	$ _____
Associate	Specify minimum 15 years of experience and specialty.	$ 268	$ _____
Senior Project Manager	Specify minimum 15 years of experience and specialty.	$ 230	$ _____

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Senior Project Designer	Specify minimum 5 years of experience and specialty.	$ 160	$
Project Designer	Specify minimum 3 years of experience and specialty.	$ 156	$

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
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3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.27
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5	Large Format Mylar Plotting	S.F.	$ 0.80
6	Electronic Scanning	S.F.	$
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.05
8	Blackline prints	Cost	Cost + ____%
9	Plotting & printing charges (outside vendors)	Cost	Cost + ____%
10	Regular Mail, Express or certified postage charges	Per item	Cost + ____%
11	Other project-related reimbursable expenses	Cost	Cost + ____%

12	Reproduction Costs	Per page	Cost + ____%
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + ____%

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

WATERBURY
PUBLIC SCHOOLS

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

#14

EXECUTIVE SUMMARY

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

DATE: May 4, 2026

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for Professional Services Agreement (RFP#8580) for Digital Fire Alarm Transmitter System with DVM Industries, LLC

The Education Department respectfully requests your review and approval of the professional services agreement (RFP#8580) with DVM Industries, LLC.

The Department seeks to enter into an agreement with DVM Industries, LLC for installation, monitoring and maintenance of digital fire alarm transmitter systems. The project will provide for the installation, monitoring and maintenance of a modern National Fire Protection Association (NFPA) 72-compliant Digital Alarm Communication Transmitter Systems (DACTS) to support central monitoring across all thirty-one (31) Waterbury Public Schools.

The total agreement amount is $125,815 which includes $10,075 for installation costs, $109,740 for five (5) years of monitoring, and $6,000 owner controlled contingency. These services will be financed through the General Fund. DVM was the lowest and most qualified bidder. The installation period for the DACTS is 60 consecutive calendar days from the start of the agreement. The monitoring term will extend for five (5) years from the date of final installation completion through June 30, 2031. In the event any DACTS become inoperative, required notifications will be made to on-call personnel so that the service contractor(s) can be promptly contacted to perform necessary repairs.

A representative from the Education Department will be present at your upcoming meeting to address any questions you may have. Thank you for your consideration.

c: Michal Konopka, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8580
for
DIGITAL FIRE ALARM TRANSMITTER SYSTEM
between the
CITY OF WATERBURY
and
DVM INDUSTRIES, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and DVM Industries, LLC (the "Consultant", collectively with the City, the "Parties"), located at 19-65 Steinway Street, Astoria, NY 11105, a duly registered New York limited liability company authorized to do business in Connecticut.

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8580** for the installation and maintenance of a Digital Fire Alarm Communication Transmitter System for central monitoring (the "Project"); and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8580**; and

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

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 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 for it to be deemed complete.

1.1. The Project consists of, and Consultant shall provide, installation and monitoring of a modern, NFPA 72-compliant digital fire alarm communication transmitter system ("DACTS System") for central monitoring across Waterbury's school district facilities as more particularly detailed and described in **Attachment A,** which is a material component 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 Addendum 1 to **RFP No. 8580**, attached hereto;
1.1.2 **RFP No. 8580**, attached hereto;
1.1.3 Consultant's Response to **RFP No. 8580**, dated February of 2026, consisting of 27 pages, attached hereto;
1.1.4 Consultant's Cost Proposal (revised), dated February 24, 2026, consisting of 4 pages (provided, however, the exclusions contained therein are inapplicable), 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 To the extent applicable, State of Connecticut Prevailing Wage Schedule dated December 23, 2025, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
1.1.7 City Contract Compliance Documents, incorporated herein by reference;
1.1.8 Certificates of Insurance, incorporated herein by reference;
1.1.9 Licenses, incorporated herein by reference;
1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 Any and all Amendments and Change Orders, issued by the City after execution of this Contract;
1.2.3 This Contract;
1.2.4 Any Addendums to **RFP No. 8580**;
1.2.5 **RFP No. 8580**;
1.2.6 **Consultant's Cost Proposal**; and
1.2.7 Consultant's Response to **RFP No. 8580**

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

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

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

3. Responsibilities of the 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 on the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the 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 responsibility to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The 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 It has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

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

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

3.8 Reporting Requirement. The 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 the Consultant's Principal or a specifically authorized individual.

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 remedies 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. Consultant shall reach Substantial Completion of the work to install a functioning DACTS system across the applicable City locations within **45 consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion of all such work within **60 consecutive calendar days** of the City's written Notice to Proceed. The contract time period for monitoring and maintenance services will be five (5) years from the date of Final Completion of the installation work. Notwithstanding the above, the yearly monitoring periods shall commence first upon installation of the Starlink DACT and continuing through and including June 30, 2027, and each remaining year on July 1st of the then effective year and expires June 30th of the successive year.

5.1 Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the 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 Delay Damages.

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

5.2.2 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in Section 5.1, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.3 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such

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

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

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

6.1 Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS (125,815)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

I. Adult Education/Former Barnard School

i. $325 (base payment).

II. Bunker Hill Elementary School

i. $325 (base payment).

III. Bucks Hill Elementary School and Annex Pre-K

i. $325 (base payment for school); and

ii. $325 (base payment for annex).

IV. Carrington Elementary School

i. $325 (base payment).

V. Chase Elementary School

i. $325 (base payment).

VI. Crosby High School/Michael Wallace Middle School

i. $325 (base payment).

VII. Driggs Elementary School

i $325 (base payment).

VII. Duggan Elementary School

i. $325 (base payment).

IX. Enlightenment School

i. $325 (base payment).

X. Margaret M. Generali School

i. $325 (base payment).

XI. Gilmartin Elementary School

i. $325 (base payment).

XII. Hopeville Elementary School

i. $325 (base payment).

XIII. Roberto Clemente International Dual Language School

i. $325 (base payment).

XIV. John F. Kennedy High School

i. $325 (base payment).

XV. F.J. Kingsbury Elementary School

i. $325 (base payment).

XVI. Maloney Interdistrict Magnet School

i. $325 (base payment).

XVII. North End Middle School

i. $(included with Wilby High School pricing).

XVIII. John Reed Elementary School

i. $325 (base payment).

XIX. Frank G. Regan Elementary School

i. $325 (base payment).

XX. Rotella Interdistrict Magnet School

i. $325 (base payment).

XXI. Sprague Elementary School

i. $325 (base payment).

XXII. State Street School

i. $325 (base payment).

XXIII. B.W. Tinker Elementary School

i. $325 (base payment).

XXIV. Walsh Elementary School

i. $325 (base payment).

XXV. Waterbury Arts Magnet School

i. $325 (base payment).

XXVI. Washington Elementary School

i. $325 (base payment).

XXVII. Wilby High School

i. $325 (which includes North End Middle School) (base payment).

XXVIII. Woodrow Wilson Elementary School

i. $325 (base payment).

XXIX. Wendell L. Cross School

i. $325 (base payment).

XXX. West Side Middle School

i. $325 (base payment).

XXXI. Waterbury Career Academy

i. $325 (base payment).

XXXII. Owner Controlled Contingency As Governed By Section 6.1.1 Below – $6,000.

XXXIII. First Five Year Monitoring and Maintenance

i. Year 1: $21,204 (base payment annually);
ii. Year 2: $21,576 (base payment annually);
iii. Year 3: $21,948 (base payment annually);
iv. Year 4: $22,320 (base payment annually); and
v. Year 5: $22,692 (base payment annually).

Notwithstanding the above, in the event the Year 1 monitoring is not for a full year, then the City shall be credited pro-rata for the time period less than one year of monitoring. For example, if there are only 4 mos. of monitoring in Year 1, then the City shall be credited $14,136 against the $21,204 Year 1 monitoring fee.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1 (XXXIV)** of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (**see Section 25**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

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

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

6.3 Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Consultant shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Consultant's demand for payment. The City shall not certify fees for payment to the Consultant until the City has determined 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. 8580** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1 The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its

employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

8.6 In the event this Contract and/or the 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 obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings, or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:

$ 1,000,000.00 Per Occurrence
$ 2,000,000.00 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

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

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut Employers' Liability ("EL"):

$ 1,000,000.00 EL Each Accident
$ 1,000,000.00 EL Disease Each Employee
$ 1,000,000.00 EL Disease Policy Limit

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 Per Occurrence
$ 1,000,000.00 Aggregate

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

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

9.7 Certificates of Insurance. The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation except Professional Liability."** 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 the 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 for by the Consultant. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations relating to the conduct of the work and services as specified.

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

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

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

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

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

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

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

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

12. Intentionally Omitted.

13. Termination.

13.1 Termination of Contract for Cause. If, through any cause, in part or in full, 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. In the event, the termination shall be deemed as not justified for cause, then such termination shall be treated as a termination for convenience as provided in **Section 13.2** below.

i. 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.

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

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

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

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

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

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

13.4 Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use

of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

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

15. Force Majeure. Neither the 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:

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

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

c. Acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or another governmental requirement;

d. Strikes and labor disputes; and

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

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

16. Subcontracting. The 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. 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 ofaccount 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 Cityof 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 25.1, 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 changes **NOT** fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the 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. 8580** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8580**.

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

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

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

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

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the

parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the 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:	DVM Industries, LLC 19-65 Steinway Street Astoria, NY 11105
City:	City of Waterbury Department of Education 236 Grand Street Waterbury, CT 06702
With a copy to:	Office of the Corporation Counsel City Hall Building Third Floor 235 Grand Street Waterbury, CT 06702

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

32.1 It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board

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

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

32.3 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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 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 ofInterest"].

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:_____
Printed name:

Sign:_____
Printed name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign: _____
Printed name: Marty Goen

Sign: _____
Printed name: Chris McClean

DVM INDUSTRIES, LLC

By: _____
Matthew Silvestri, Manager

Date: 4-8-2026

ATTACHMENT A

1. Addendum 1 to **RFP No. 8580**, attached hereto;
2. **RFP No. 8580**, attached hereto;
3. Consultant's Response to **RFP No. 8580**, attached hereto;
4. Consultant's Cost Proposal (revised), dated February 24, 2026, (provided, however, the exclusions contained therein are inapplicable) consisting of 4 pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

WATERBURY PUBLIC SCHOOLS

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

#15

EXECUTIVE SUMMARY

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

FROM: Nicholas J. Albini, Chief Operating Officer

DATE: May 5, 2026

RE: Services Agreement (RFP#8649) for Online Math Intervention with Curriculum Associates, LLC

The Department of Education respectfully requests your review and approval of a two-tear services agreement with Curriculum Associates, LLC for a comprehensive online math intervention platform, including licensing to, implementation of, training and ongoing support for Curriculum Associates i-ready assessment and personalized instruction, teacher toolbox, and professional learning applications for Crosby and Kennedy High School's teachers and administrators in support of math instruction, in the total amount of $110,052 ($55,026 per year) from July 1, 2026 to June 30, 2028. Funding will be provided through the Crosby and Kennedy Commissioner's Network allocations.

Curriculum Associates, LLC services include:

- Initial Implementation Services – provisioning, initial rostering, hosting, technology assessment
- Implementation Management – implementation guidance, realtime achievement data after every assessment, ongoing data management
- Staff Development Consultation and Resources – consultative services to help you plan and make the most of professional learning sessions, and i-ready central self-service resources
- Technical Support – proactive network monitoring and issue notification, annual health check, technical support

This agreement will support the ongoing work with the Commissioner's Network and related school-based initiatives. The per school per year cost is $27,513. Funding will be provided through the Crosby and Kennedy Commissioner's Network allocations.

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

SERVICES AGREEMENT
RFP No. 8649
For
Online Math Intervention Software
between
The City of Waterbury, Connecticut
and
Curriculum Associates, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CURRICULUM ASSOCIATES, LLC (the "Consultant"), located at 153 Rangeway Road, North Billerica, MA 01862, a State of Massachusetts duly registered foreign limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8649** for an online math intervention software solution, including licensing, implementation, training and ongoing support, for Crosby and Kennedy High Schools; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8649**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, a cloud-hosted SaaS comprehensive online math intervention platform, including licensing to, implementation of, training and ongoing support for Consultant's *i-Ready Assessment and Personalized Instruction, Teacher Toolbox,* and Professional Learning applications, for Crosby and Kennedy High Schools 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 Addendum #1, dated January 6, 2026, to RFP No. 8649, consisting of 3 pages;
1.1.2 City of Waterbury RFP No. 8649, excluding City forms and sample contract, consisting of 10 pages, attached hereto;
1.1.3 Consultant's Response to RFP No. 8649, excluding City forms consisting of 148 pages, attached hereto;
1.1.4 Consultant's Revised Cost Proposal, dated April 14, 2026, consisting of 7 pages, attached hereto;
1.1.5 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, as provided and executed by Consultant, 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, as executed and provided by Consultant, incorporated herein by reference;
1.1.7 Certificates of Insurance, incorporated herein by reference;
1.1.8 Licenses, incorporated herein by reference;
1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Consultant's Revised Cost Proposal, dated April 14, 2026
1.2.5 Addendum #1, dated January 6, 2026, to RFP No. 8649
1.2.6 City of Waterbury RFP No. 8649
1.2.7 The Consultant's Response to RFP No. 8649

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.

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. For the avoidance of doubt, the use of de-identified "data" shall be in accordance with product development and research purposes, as allowed under the Family Educational Rights and Privacy Act ("FERPA"). The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Consultant's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

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

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

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and 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, quarterly 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 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.

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.

3.9. 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.

3.9.1 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.

3.9.2 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of City of Waterbury student education records 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 any and all 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. Consultant shall instruct its employees of their obligations to comply with FERPA.

3.10. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant. For purposes of this Agreement and for the avoidance of doubt, "Student Data" does not include de-identified data generated from usage of Consultant's proprietary software solutions from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there no reasonable basis to believe that the

information can be re-identified or otherwise used to identify any individual ("De-identified Data"). Consultant maintains the perpetual right to use De-identified Data for product development, product functionality and research purposes, as permitted under FERPA.

3.10.1 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.

3.10.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant 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 Consultant. 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 Consultant to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within fifteen (15) 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 Consultant 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.

3.10.3 The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.10.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant 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 Consultant, and correct any erroneous information therein.

3.10.5 The Consultant shall take actions designed to ensure the security and confidentiality of Student Data.

3.10.6 The Consultant 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 Consultant of a breach of Student Data, the Consultant 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.

3.10.7 Upon the written request of the City after the termination or expiration of this Agreement, Consultant shall destroy all personally identifiable student information in its production servers as described in the i-Ready Platform Privacy Policy. Except as described herein and in the Privacy Policy, student information and student records shall not be retained or available to Consultant upon completion of the contracted services.

3.10.8 The Consultant 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.

3.10.9 The Consultant 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.

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 commencing on July 1, 2026 ("Effective Date") and terminating on June 30, 2028, (the "Initial Term").

5.1. Time is and shall be of the essence for any Project milestones, completion date for the Project. The Consultant 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 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.

6. Compensation. The City shall compensate the Consultant for satisfactory provision of

all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Consultant shall be **FIFTY-FIVE THOUSAND AND TWENTY SIX and 0/100 DOLLARS ($55,026.00)** per each year of the Contract, with such annual payment due by July 1 of each Contract year, and shall be in accordance with Consultant's Revised cost proposal dated April 14, 2026, for a total amount of **ONE HUNDRED TEN THOUSAND FIFTY TWO and 00/100 DOLLARS ($110,052.00)** for applications set forth below, for the entire term of this Agreement.

6.1.1. *i-Ready* Application……...…$69,312.00

6.1.2. Teacher Toolbox Application……..$21,540.00

6.1.3. Professional Learning Application……..$19,200.00

Total……$110,052.00

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8649** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other

Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant 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. Notwithstanding the foregoing, Consultant's proprietary software solutions, related digital products and services, and all intellectual property rights therein, are owned solely and exclusively by Consultant and, except for the licenses granted and materials prepared for the sole benefit of the City under this Agreement, nothing contained herein shall grant the City any right, title, or interest in or to the software solutions, related digital products or intellectual property rights.

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, 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. Intellectual Property. The Consultant 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. Consultant agrees to provide a defense acceptable to the City, at Consultant'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 in defense of such Claim(s).

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

9. Consultant's Insurance.

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

9.4.2 Excess/Umbrella Liability:
$1,000,000.00 Each Occurrence

$1,000,000.00 Aggregate

9.4.3 Professional Liability/E&O:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

9.4.4 Cyber/Privacy/Network:
$1,000,000.00 Per Loss
$1,000,000.00 Aggregate

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase such coverage, 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 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 is listed as 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. The Consultant must supply replacement/renewal certificates within thirty (30) calendar days of 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. Certificates of Insurance documenting Consultant's insurance policies and riders will be provided to City upon request.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and

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

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

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

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

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

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

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

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

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

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

12. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, 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, subject to Section 7 above, 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, in accordance with Section 7 above, 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, in accordance with Section 7 above, 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 in accordance with Section 7 above, upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

15.2. 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.

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 25.1, 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. 8649** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8649.**

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 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 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: Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

City: The City of Waterbury
Department of Education
236 Grand Street
Waterbury, CT 06702

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

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of

Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Consultant is hereby charged with the requirement that it shall have

knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

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

[signature page follows]

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CURRICULUM ASSOCIATES, LLC

By:_____

Date:_____

ATTACHMENT A

1. Addendum #1, dated January 6, 2026, to RFP No. 8649, consisting of 3 pages;

2. City of Waterbury RFP No. 8649, excluding City forms and sample contract, consisting of 10 pages, attached hereto;

3. Consultant's Response to RFP No. 8649, excluding City forms consisting of 148 pages, attached hereto;

4. Consultant's Revised Cost Proposal, dated April 14, 2026, consisting of 1 page, attached hereto;

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

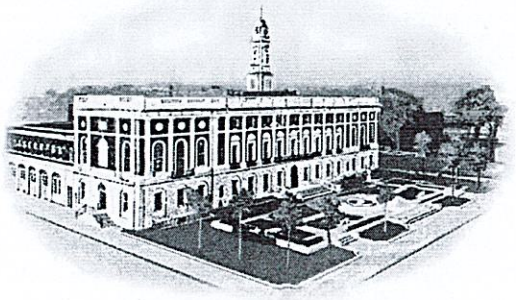
6. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit, incorporated herein by reference, as executed and provided by Consultant, incorporated herein by reference;

7. Certificates of Insurance, incorporated herein by reference;

8. Licenses, incorporated herein by reference;

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

January 6, 2026

RFP 8649 Online Math Intervention Software

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 #8649**.
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:

Please refer to the questions and answers below.

Question: Would the district be open to adopting a software that would be used across all high schools or K-12, or is this exclusively just for Crosby and Kennedy?
Answer: Exclusively for Crosby and Kennedy.

Question: For pricing purposes, how many students are expected to use this solution?
Answer: As many as possible for the identified allocation, 600 minimum licenses.

Question: Does "online math intervention software solution", referenced in the overview section, mean the solution is intended to be used only for independent work by students?
Answer: Answer: The software program will serve as independent intervention and guided practice by instructors.

Question: Both the Scope of Services section and the Minimum Requirements sections reference various integrations with common educational platforms. Are there specific platform integrations required? For instance, Google Classrooms vs. Clever.
Answer: Clever.

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Question: Is there a list of "common educational platforms" or "other edtech tools" that are required?
Answer: No.

Question: RFP p. 2. Compliance with City Data Privacy and p. 28, Sample Service Agreement, 3.10. Student Data Privacy. Does the ""Compliance with City Data Privacy"" refer to section 3.10 of the Sample Service Agreement, or is there a separate City Data Privacy document that vendors should review? If a separate document, will the City please provide the Data Privacy document for vendors to review?
Answer: The privacy agreement refers to section 3.10 of the contract.

Question: RFP p. 3. E. Insurance. Please clarify if the certificate of insurance is required with the bid or upon approval? / Is a Certificate of Insurance required in the proposal or upon reward?
Answer: A Certificate of Insurance must be provided upon award for the types and amounts of insurance listed.

Question: RFP p. 2,1. Software Licensing and Access and p. 7, 4. Cost Schedule. Please confirm that the cost proposals should be based on up to 600 licenses for each of the two high schools? / Should pricing be based on 1,200 students (600 each at Crosby and Kennedy High)?
Answer: Yes, minimum 1200 total licenses.

Question: What is the expected award date?
Answer: ASAP.

Question: What core math solution is the district currently using?
Answer: enVision® A|G|A (2nd year of implementation).

Question: Does the district plan to purchase upfront for the contract period, or annually?
Answer: Based on funding source, annually.

Question: Please confirm the number of staff who will require training.
Answer: 50 staff members.

Question: Are there renewal options after the initial contract period ending 6/30/29?
Answer: No. See Section D. Agreement Period.

Question: Does the department anticipate awarding to multiple vendors? / In the overview section it references grades 9-12 and in the minimum requirements section it references HS Algebra/Geometry. Will proposals be accepted with partial coverage? For example, a solution that covers 9th grade and Algebra, but does not support grades 10-12 and doesn't cover geometry. In other words, will there be multiple awards or will this be a sole source award?

Answer: ONE vendor will be chosen.

Question: Where will vendors be able to view or obtain a copy of the award details for this bid?
Answer: A FOIA request can be submitted using the City of Waterbury website.

Question: We understand that the proposal should follow the format shown starting on RFP page 6. In which section of the proposal should we address the Minimum Requirements and Scope of Services?
Answer: In your written response to the RFP.

Question: We understand that the cost proposal should be sealed separately from the technical proposal. How many print copies of the cost proposal are desired?
Answer: One ORIGINAL copy of the cost proposal, sealed in its own envelope.

Question: In which section of the proposal would WPS like forms (e.g., Attachment A, Attachment C, and insurance) to be included?
Answer: Fill in all A forms plus C and return filled-in originals with copies as per section I. Proposal Requirements & Required Format.

Question: Are digital signatures accepted?
Answer: Yes.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL #8649
THE CITY OF WATERBURY
BY
DEPARTMENT OF EDUCATION
Online Math Intervention Software

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a qualified vendor to provide an online math intervention software solution, including licensing, implementation, training, and ongoing support, for Crosby and Kennedy High Schools.

A. Background and Intent

Overview

Waterbury Public Schools (WPS) is a public school district in Waterbury, Connecticut, serving approximately 19,000 students across 30 schools, including Crosby and Kennedy High Schools. WPS seeks proposals for an online math intervention software solution to support personalized math instruction at Crosby and Kennedy High Schools. The software should address skill gaps, provide targeted instruction, and motivate students in grades 9-12.

Purpose

This RFP solicits proposals for a cloud-hosted SaaS (Software as a Service) math intervention platform. The solution must be accessible via web browsers on school devices (Chromebooks, laptops) and integrate with existing systems like Google Classroom or SIS (Student Information System). Implementation should include training, data migration (if applicable), and ongoing support.

Current Environment

Crosby and Kennedy High School currently uses basic math tools but lacks a comprehensive intervention program. The district has high-speed internet, a mix of Windows and Chrome OS devices, and uses browsers like Chrome and Edge. The student populations at both Crosby and Kennedy are 1,400 students each, both with a focus on remedial math for underperforming groups.

B. Qualifications

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

Minimum Requirements

- SaaS-based, cloud-hosted with 99.9% uptime.
- Personalized learning paths based on diagnostic assessments.
- Coverage for math skills from elementary through high school algebra/geometry.
- Interactive lessons, videos, and gamified elements to engage students.
- Reporting tools for teachers/administrators to track progress.

- Compliance with City Data Privacy, FERPA, COPPA, and accessibility standards.
- Installed base in at least 5 similar K-12 districts (preference for CT or Northeast).
- No additional client software required beyond standard browsers.
- Integration capabilities with common educational platforms.

C. Scope of Services

The selected Offeror shall provide the following services as part of the contract:

1. **Software Licensing and Access:** Provision of user licenses for up to 600 students and 50 staff members at each of Crosby and Kennedy High Schools with scalable options for future expansion.
2. **Diagnostic and Assessment Tools:** Built-in diagnostic tests to identify student skill gaps and generate individualized learning plans.
3. **Content Delivery:** Interactive math content including lessons, videos, practice problems, and gamification features aligned with Common Core State Standards.
4. **Progress Monitoring and Reporting:** Real-time dashboards, customizable reports, and analytics for student performance, usage, and outcomes.
5. **Integration Services:** Seamless integration with WPS's Student Information System (SIS), Google Classroom, and other edtech tools.
6. **Implementation and Project Management:** Dedicated project manager to oversee setup, configuration, and rollout, including data import from existing assessments.
7. **Training and Professional Development:** Initial on-site or virtual training sessions for administrators, teachers, and IT staff (up to 50 at Crosby and 50 at Kennedy); ongoing webinars, resources, and a train-the-trainer program.
8. **Technical Support and Maintenance:** 24/7 help desk support via phone, email, and chat; regular software updates, bug fixes, and feature enhancements included in the subscription.
9. **Data Security and Compliance:** Ensure all data handling complies with FERPA, COPPA, and state privacy laws; provide annual security audits and breach notification protocols.
10. **Customization and Enhancements:** Options for limited customizations, such as branded interfaces or tailored content modules, with associated fees detailed in pricing.
11. **User Acceptance Testing (UAT):** Facilitate UAT phases with WPS staff to verify functionality before full deployment.
12. **Documentation and Resources:** Comprehensive user manuals, online knowledge base, and video tutorials for end-users.
13. **Performance Metrics and Reviews:** Quarterly performance reviews with WPS to assess usage, effectiveness, and areas for improvement.
14. **Exit and Transition Services:** At contract end, provide data export in standard formats and assist with transition to a new provider if needed.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be February 1st 2026- June 30, 2029.

E. Insurance

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

F. General Information

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

2. ***There will be a mandatory Information Session with respect to this RFP on December 19, 2025 at 1:00 p.m., via Google Meet. Please use the following link to join the meeting: meet.google.com/nqz-spzd-fmq***

   ATTENDANCE AND ON-TIME SIGN-IN AT THE Information Session IS MANDATORY. THOSE LATE/NOT ATTENDING WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.

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

4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on December 26, 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 January 6, 2026, 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 Board of Education Grant Manager.

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. <u>See Attachment B.</u>

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

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***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 January 12, 2026.. Proposals received after that time shall <u>not</u> be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury

235 Grand Street
Room 103
Waterbury, CT 06702

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

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

- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, 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 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.

ORIGINAL

The City of Waterbury, Department of Education

Online Math Intervention Software

RFP# 8649

Due: January 12, 2026 at 11:30 AM

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

Submitted by:
Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862

Contact:
Erin Rush, VP, Adoptions & Proposals
RFPs@cainc.com | 614-721-9573

Curriculum Associates®

Curriculum Associates®

January 12, 2026

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

RE: Online Math Intervention Software, RFP# 8649

Dear Kevin McCaffery:

The City of Waterbury, Department of Education (City) seeks an online mathematics intervention solution for Crosby and Kennedy High School students. The solution must be web-based and offer personalized mathematics instruction to target skill gaps and motivate students in grades 9–12.

To uniquely meet the needs denoted in the RFP, Curriculum Associates, LLC (Curriculum Associates) proposes our award-winning and classroom-proven ***i-Ready® Assessment and Personalized Instruction (i-Ready)*** for mathematics and our ***Teacher Toolbox***. This proposed fully web-based solution will support the City's vision that "ALL Waterbury Public Schools students will graduate ready to transform their world."[1]

As a longstanding Curriculum Associates partner, Waterbury Public Schools is implementing *i-Ready* for reading as an intervention at the high school level and understands the value of the *i-Ready* connected program where all components are designed to seamlessly work together and support student achievement. Further, Waterbury educators are implementing *i-Ready Classroom Mathematics* in grades K–8 as a core mathematics program. With our proposed *i-Ready* mathematics intervention solution for Crosby and Kennedy High Schools, the City will have a seamless connected system.

i-Ready efficiently and effectively provides targeted, differentiated instruction to help each student reach their academic potential and monitors their progress in mathematics over time. Backed by research, *i-Ready* is a valuable tool for making informed decisions that enhance achievement. The proposed solution components are described in the Work Plan section of our response.

One Coherent Program for Intervention

The core component of *i-Ready Assessment* is *i-Ready Inform*[2] (K–12, in either English or Spanish) a computer-adaptive assessment that provides a deep, customized evaluation of every student.

[1] https://www.waterbury.k12.ct.us/superintendents-office/superintendent-of-schools

[2] *i-Ready Inform* is the new name for our adaptive assessment, currently named "*i-Ready Diagnostic*." Throughout our response, you may notice some product images with the name *Diagnostic*. This is because the name will not transition in the platform until the 2026-2027 school year.

With integrated data analysis, *i-Ready* offers a comprehensive suite of intuitive, actionable reports that provide in-depth insight into student strengths and needs for additional support. *i-Ready* was reviewed—and highly rated—under three of the National Center on Intensive Intervention Tools Charts: Academic Screening, Academic Progress Monitoring, and Academic Intervention.

Based on *i-Ready Inform* performance, *i-Ready Personalized Instruction* builds a unique plan of online mathematics instruction if the student needs to work on skills below the grade 9 level. Explicit instruction is systematic, clear, and precise. In grades 6+, *i-Ready Pro* enhances this experience with distinct lesson types to support a wider range of learning needs. Further, teachers can assign specific lessons to students to complement their teacher-led instruction or to meet instructional priorities.

Additionally, teachers will benefit from the proposed *Teacher Toolbox*—available in the same *i-Ready* platform—a robust collection of high-quality standards-based mathematics instructional resources. Lessons are often recommended in *i-Ready* reports.

A Partner Focused on Service

To ensure success, the City will be served by *i-Ready Partners*, a connected and experienced group of professionals focused on meeting the needs of educators, students, and communities. With a Partner Success Manager as your primary liaison, tailored professional learning pathways, expert consultation on education trends, real-time achievement data, and comprehensive technical assistance, *i-Ready Partners* ensures you maximize the impact of our programs.

Curriculum Associates has the experience and capacity to effectively implement *i-Ready* to help prepare the City's students for college- and career-ready expectations. Currently, 15 million students across the country use *i-Ready*—about one third of the nation's PreK–12 students. This includes 5,800 districts, approximately 39,900 schools, and 1.1 million educators who use the program.

We are confident that our coherent assessment and instruction solution—backed by our comprehensive support and training throughout implementation—will help ensure students and staff receive the resources and support they need to succeed with this mathematics intervention initiative.

This proposal is valid until December 31, 2026. Please note that our clarifications and exceptions are provided in Section 6. Exceptions and Alternatives. We acknowledge receipt of Addendum #1 dated January 6, 2026. For additional information about our proposal or to arrange a presentation, please contact me by phone at 614.721.9573 or by email at RFPs@cainc.com. On behalf of Curriculum Associates, thank you for your review and consideration of our submission.

Sincerely,

Erin Rush

Erin Rush
VP, Adoptions and Proposals
Curriculum Associates, LLC

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Appendix A: Demonstration Account Access Information

- *i-Ready Assessment and Personalized Instruction K–12 Demonstration Account Login Credentials and Navigation Instructions*

Appendix B: Program Literature

- Program Overview: *i-Ready Pro* Essential Lessons for Mathematics

Appendix C. Resumes of Key Personnel

1. Proposer Information

a. Firm Name

Curriculum Associates, LLC (Curriculum Associates).

b. Permanent main office address

153 Rangeway Road, North Billerica, MA 01862-2013.

c. Date firm organized.

1969.

d. Legal Form of ownership. If a corporation, indicate where incorporated.

Limited Liability Corporation of Massachusetts.

e. How many years have you been engaged in services you provide under your present name?

Approximately 56 years, since 1969.

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

Reporting Relationships

In Figure 1, the abridged organizational chart represents our staff reporting relationships. Staff roles are shown in three categories:

- **Leadership Roles**: Staff includes senior company leaders who oversee all functions.
- **Secondary Roles**: Staff includes Vice Presidents who oversee each team in the primary roles.
- **Primary Roles**: Staff includes those who will work directly with the City of Waterbury (City).

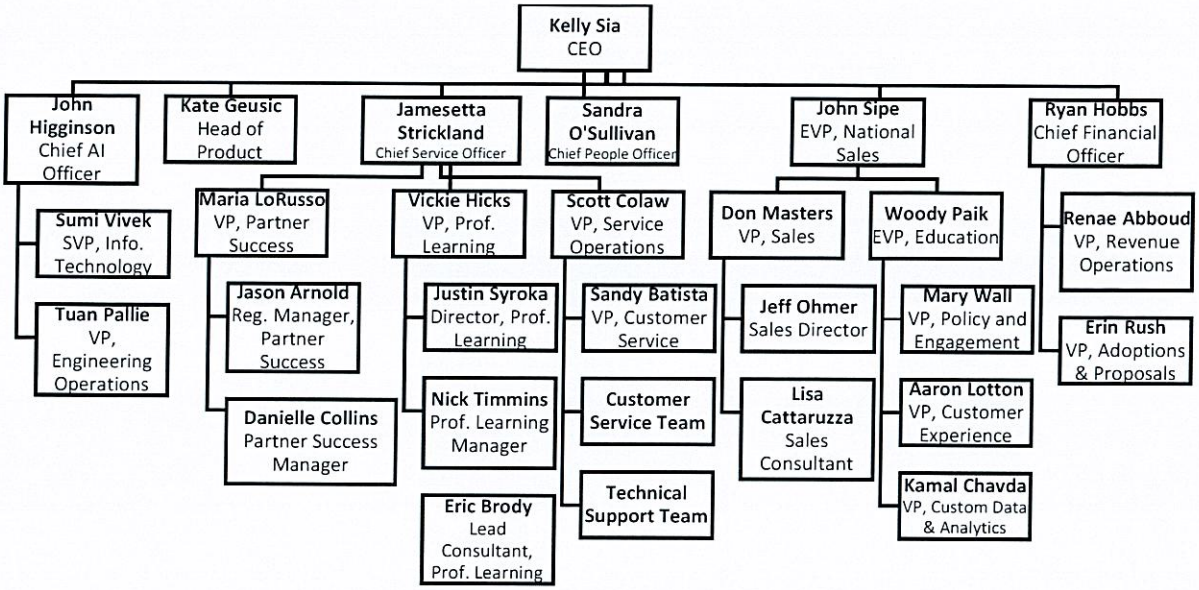


Figure 1. *i-Ready Partners* reporting relationships for Waterbury Public Schools are detailed in this abridged organizational chart. The primary staff in green will work directly with the City.

Background and Experience

Below we provide details about the background and experience of select principal leaders. Similar details about the staff that will work directly with the City are provided beginning on page 12.

Kelly Sia | Chief Executive Officer

Education: M.B.A., Finance and Marketing, New York University
B.S., Chemical Engineering, Tufts University

Kelly joined Curriculum Associates in 2020, having served as Chief Financial Officer, Chief Operating Officer, and President before assuming her role as Chief Executive Officer in 2025. Kelly has led the integration of acquisitions, such as Mentoring Minds, a leading provider of grades K–12 instructional and critical-thinking materials, and Ellevation, an English language learning software. She has helped build a strong and growing team through mentoring, investing in training programming and resources, and hiring hundreds of employees for her growing team. She also initiated a multiyear tech and process implementation of revamping and modernizing business systems to make it easier for employees to do their work. Since Kelly joined, the company's revenue has increased significantly. Prior to joining Curriculum Associates, Kelly worked at Procter & Gamble and Iron Mountain, bringing more than two decades of financial and operational leadership experience.

John Sipe, Jr. | Executive Vice President, National Sales

Education: B.S., Business Management, St. John's University

John has worked with Curriculum Associates since 2014. In his current position, he leads the Sales Team by engaging and supporting new and current districts and sharing Curriculum Associates products and services. Having implemented *i-Ready* and *Ready* in more than 100 large district projects, John is excited to bring his depth of experience to this team. The City will benefit from John's knowledge of district goals and key stakeholders.

Previously, John was with Houghton Mifflin Harcourt (HMH) for 12 years in a number of roles including Senior Vice President, National Sales Manager, and West Area Vice President. In these roles, John worked to support educators and colleagues in utilizing technology to improve educational outcomes. Prior to HMH, John was with Sadlier-Oxford for 12 years in various roles including Regional Manager for the West. He continues to focus on supporting educational technology in his personal time as a member of the Board of Directors of San Diego's Classroom of the Future Foundation.

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.

Our Philosophy and Business Focus

Founded in 1969, Curriculum Associates is on a mission to **make classrooms better places for teachers and students** through our world-class products and customer-acclaimed service. We believe the role of an education company is to help students and teachers succeed, and this dedication has defined our vision and driven our company growth. As a pioneer in the educational technology industry, we have learned—through working hand-in-hand with our partner districts and state departments of education—an ethical, long-term, focused company is the one that will drive the best results.

Our philosophy is when students engage with teachers around data and participate in setting personal goals, they feel empowered in their learning. As students see the gains they are making, their confidence grows and their relationship with their teacher strengthens. Our assessments and instructional programs were designed based on the principle that when students take ownership of their learning, they progress at a faster rate and are motivated to achieve. We believe that data can be transformative in making this happen. When educators can combine a deeper knowledge of students' individual needs with effective and engaging instruction and practice that address these specific needs, they are best able to support and help them make progress toward proficiency and growth.

Our programs include both print and web-based resources, aligned to the latest standards and informed by the needs and requirements of state education agencies, national assessment consortia, and school systems across the country. We also provide targeted, classroom-proven professional learning and training resources to help educators effectively implement our programs to drive student learning. Our professional learning is educator-approved—95 percent of those who have used our professional learning say it helped them gain important knowledge.

We are the sole source publishers and providers of:

- **Supplemental Instruction and Intervention**: *i-Ready Personalized Instruction* for mathematics and reading (K–8), *Ready Reading* (K–8), *Ready Mathematics* (K–8), *Ready Writing* (2–5), *Magnetic Foundations* (K–2), *Magnetic Comprehension* (3–5), *Phonics for Reading* (3–12), *i-Ready Learning Teacher Toolbox* (K–8), and *Ellevation* (K–12) for English language learners
- **Assessments**: *i-Ready Assessment* for mathematics and reading (K–12), and BRIGANCE for early childhood and special education (children birth through high school)

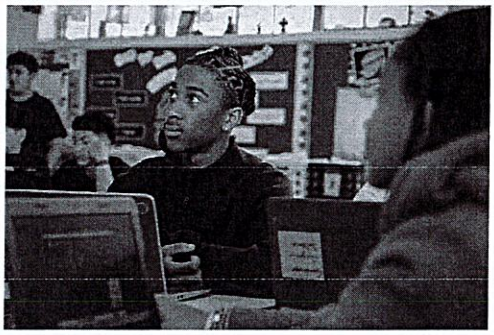
- **Core Curriculum**: *i-Ready Classroom Mathematics* (K–Algebra 1) and *Magnetic Literacy* (K–6, coming in school year 2026–2027)

For a full product listing, please refer to our website: www.curriculumassociates.com.

Our Understanding of City Needs and Proposed Solution

The City of Waterbury, Department of Education (City) is seeking vendors to provide an online mathematics intervention solution, with personalized mathematics instruction to target skills gaps, for Crosby and Kennedy High School students.

To meet these needs, Curriculum Associates proposes our award-winning and research-based program, ***i-Ready® Assessment and Personalized Instruction*** (*i-Ready*) for mathematics and the ***Teacher Toolbox***. Years of research, classroom experience, and educator partnerships have led us to create assessment tools that "see" what the human eye cannot. This insight complements—with precision—what educators know about their students and immediately connects them to multiple, targeted instructional materials—for remediation (or enrichment)—built by the same company. Having materials available in the same best-in-class program saves time and energy for both educators and students.



i-Ready gives teachers a complete solution with programs that were fundamentally designed to work together to enhance their instruction and lead to student growth.

- ***i-Ready Assessment*** uses tools to pinpoint and report on student strengths, identify specific areas of need with actionable next steps, and measure proficiency of on-grade level standards.
- ***i-Ready Personalized Instruction*** provides online, personalized instruction in mathematics and practice that promotes productive struggle to help every learner achieve proficiency.
- ***Teacher Toolbox*** gives educators access to thousands of digital K–8 resources for teacher-led differentiated instruction, catered to each student's needs. This is especially helpful for high school teachers who are supporting students working below grade level.

A Connected System for Assessment and Instruction

As a current Curriculum Associates partner, Waterbury Public Schools is implementing *i-Ready* for reading as an intervention at the high school level and understands the **value of a connected program where all components are designed to seamlessly work together and support student achievement.**

i-Ready efficiently and effectively provides targeted, differentiated instruction to help each student reach their academic potential and monitors their progress in mathematics over time. Additionally, teachers can assign lessons to students to complement teacher-led instruction or to meet specific instructional priorities.

All program components are described in the Work Plan section below (beginning on page 12). In addition, in Appendix A we provide credentials for our demonstration account so that reviewers may experience *i-Ready* for mathematics firsthand.

Our research-based, classroom-proven program was designed to get students excited about learning, and to support teachers in the challenge of meeting the needs of every learner. Through the power of one coherent system with pieces built from the ground up to work together, teachers have the tools they need to ensure students are on the road to proficiency.

i-Ready was reviewed—and highly rated—under three of the National Center on Intensive Intervention (NCII) Tools Charts: **Academic Screening, Academic Progress Monitoring, and Academic Intervention**. For details, please see page 17.

With *i-Ready*, Waterbury Public Schools will benefit from intuitive data, connected instruction and intervention, and our commitment to service (Figure 2).

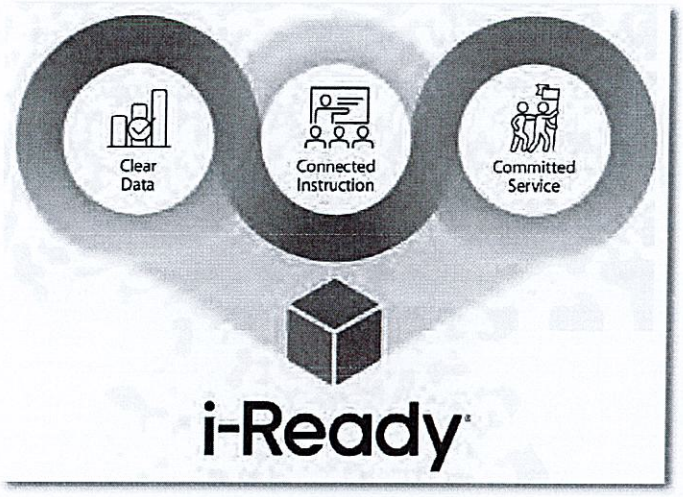


Figure 2. *i-Ready* supports every student with one coherent program.

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.

Curriculum Associates has the experience and capacity to effectively implement *i-Ready* for Waterbury Public Schools to help prepare high-school students for college- and career-ready expectations. Currently, **15 million students** across the country use *i-Ready*—**about one third of the nation's PreK–12 students**. This includes 5,800 districts, approximately 39,900 schools, and 1.1 million educators who use the program.

Experience in Waterbury Public Schools

Waterbury Public Schools and Curriculum Associates have a long history of partnership to improve mathematics teaching and learning in the City. Beginning with the print-based *Ready Mathematics* in 2013, to our *i-Ready Classroom Mathematics* blended program, The City has counted on our high-quality programs to support their students and teachers. We are excited that this school year (2025–2026) Waterbury educators are implementing *i-Ready Classroom Mathematics* in grades K–8. Included with the implementation of *i-Ready Classroom Mathematics* is *i-Ready Assessment and Personalized Instruction*. All components are currently in use and it would provide needed consistency for the identified students. If *i-Ready* is selected as the mathematics intervention solution for Crosby and Kennedy High Schools, the City will benefit from a continuity of data across the grades.

In addition to the programs Waterbury is currently using, Curriculum Associates has also provided extensive Professional Learning and Partner Success support to ensure teachers are well supported and the City has a firm understanding of the data and how to impact instruction.

Current Projects and References

While we do not release listings of projects to protect the privacy of our district partners, we do have key experience providing *i-Ready* to local district partners within the last three years. We share these details, along with other information required by the RFP specifications, in the References section that follows.

For all references listed, the projects were implemented within the required timeframes and agreed upon budgets. Please refer to the Annual Statement of Financial Interests form for information about our contracts and purchase orders with the City.

References

Ansonia Public Schools, CT	
Customer Name	John LaRovera
Customer Title	Director of Mathematics and Science

Ansonia Public Schools, CT	
Customer Address	42 Grove Street, Ansonia, CT 06401
Customer Telephone Number	(203) 736-5060 x2236
Customer Email Address	jlarovera@ansonia.org
Description of Services	*i-Ready Classroom Mathematics* K–8, *i-Ready Assessment and Personalized Instruction* for reading K–8, and Professional Learning
Implementation Year	2022–2026
Gross Cost	Curriculum Associates does not release this information in order to preserve the privacy of our district partners.

Central Vermont Supervisory Union, VT	
Customer Name	Renee Badeau
Customer Title	Director of Curriculum
Customer Address	111B Brush Hill Rd, Williamstown VT 05679
Customer Telephone Number	(802) 433-5818
Customer Email Address	rbadeau@cvsu.org
Description of Services	*i-Ready Classroom Mathematics* K–8, *i-Ready Assessment and Personalized Instruction* for reading K–12 and Professional Learning
Implementation Year	2019–2026
Gross Cost	Curriculum Associates does not release this information in order to preserve the privacy of our district partners.

Springfield School District, VT	
Customer Name	Alena Martes
Customer Title	Director of Curriculum, Instruction and Assessment
Customer Address	301 South Street, Springfield, VT 05156
Customer Telephone Number	(802) 885-5112
Customer Email Address	amartes@ssdvt.org
Description of Services	*i-Ready Classroom Mathematics* K–8, *i-Ready Assessment and Personalized Instruction* for reading K–12, and Professional Learning
Implementation Year	2019–2026
Gross Cost	Curriculum Associates does not release this information in order to preserve the privacy of our district partners.

Farmingdale Public Schools, NY	
Customer Name	Jennifer J. Olsen, Ed.D.
Customer Title	Deputy Superintendent
Customer Address	50 Van Cott Avenue, Farmingdale, NY 11735
Customer Telephone Number	(516) 434-5130
Customer Email Address	jolsen@farmingdaleschools.org
Description of Services	*i-Ready Classroom Mathematics*, *i-Ready Assessment and Personalized Instruction*, *Phonics for Reading*, *Ready Reading*, and *Teacher Toolbox*
Implementation Year	2021–2026
Gross Cost	Curriculum Associates does not release this information in order to preserve the privacy of our district partners.

Port Washington Union Free School District, NY	
Customer Name	Sean Feeney
Customer Title	Assistant Superintendent for Curriculum, Instruction and Assessment
Customer Address	100 Campus Dr. Port Washington, NY 11050
Customer Telephone Number	(516) 767-5000
Customer Email Address	sfeeney@portnet.org
Description of Services	*i-Ready Assessment and Instruction*, *i-Ready Classroom Mathematics*, and Professional Learning
Implementation Year	2023–2026
Gross Cost	Curriculum Associates does not release this information in order to preserve the privacy of our district partners.

Case Studies

Case studies provide further evidence that *i-Ready* works. Success stories from educators across the country are provided on our website at https://www.curriculumassociates.com/resources/case-studies.

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.

Our current contract with the City is for *i-Ready Classroom Mathematics K–8 including Personalized Instruction an*d professional learning.

Following, we list our purchase orders from the last three years. For details, please see our completed Annual Statement of Financial Interest form included with this submission.

PO Number	Date	Products/Services
208350	1/10/2023	*Professional Learning*
RFP6591	2/10/2023	*i-Ready Classroom Mathematics Materials*
210276	3/6/2023	*Professional Learning*
218492	10/31/2023	*BRIGANCE*
222693	3/8/2024	*Professional Learning*
226397	7/25/2024	*Professional Learning*
228341	9/29/2024	*BRIGANCE*
230391	12/3/2024	*Professional Learning*
230719	12/16/2024	*i-Ready*
238435	9/16/2025	*BRIGANCE*
4152587	12/12/2025	*Ready*

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.

The City's *i-Ready* implementation will be supported by *i-Ready Partners*—a team equipped to provide local onsite support, as well as virtual support. Curriculum Associates offers full-time, non-outsourced support, and a dedicated Partner Success Manager to ensure a consistent level of service for our clients.

For this important initiative, we will appoint **Danielle Collins** as Partner Success Manager. Danielle will be supported by professional learning, educational consultants, customer service, and technical support teams. Our *i-Ready Partners* for the District are well qualified to ensure a successful implementation.

The following personnel will provide direct support or service to the District for this contract or manage their respective teams in providing direct support or service (personnel subject to change depending on the final scope and timing of the implementation). Summary biographies for each team member are included in the **Assigned Personnel** section beginning on page 12 below; full resumes are provided in **Appendix C**.

Partner Success Management and Implementation

- Danielle Collins, Partner Success Manager
- Jason Arnold, Regional Manager, Partner Success

Professional Learning

- Eric Brody, Lead Consultant, Professional Learning
- Nick Timmins, Manager, Professional Learning
- Justin Syroka, Director, Professional Learning

Regional Sales Support

- Lisa Cattaruzza, Educational Sales Consultant
- Jeff Ohmer, Sales Director—Northeast

Customer Service Leadership

- Sandy Batista, Vice President, Warehouse & Customer Service

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.

Curriculum Associates is unaware of any current relationship, whether business, financial, personal, or otherwise 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.

Qualifications of Assigned Personnel

Below, please find summary biographies for our *i-Ready Partners* team appointed to support the City for this important work. Full resumes are included in Appendix C.

Partner Success Management and Implementation

Danielle Collins | Partner Success Manager

Education: B.A. (BASc), Early Childhood Education and Teaching, Special Education
East Stroudsburg University of Pennsylvania

Danielle will partner with her team to support the City in successfully implementing *i-Ready* for this important high school mathematics intervention initiative. As a dedicated Partner Success Manager, Danielle will be Waterbury Public Schools' main point of contact for all data and implementation questions. Danielle will build and execute an implementation plan to help educators to get the most from *i-Ready* for mathematics, in alignment with local goals throughout the year. Prior to joining Curriculum Associates in 2018, Danielle was an Elementary classroom teacher in Pennsylvania and North Carolina, and also worked as an instructor at Sylvan Learning.

Jason Arnold | Regional Manager, Partner Success

Education: M.S.T., Adolescent Education, The State University of New York (SUNY) at Plattsburgh
B.A., History with a minor in Political Science, SUNY at Plattsburgh

Jason will be available to assist City schools with the coordination and scheduling of all aspects of implementation. As Regional Manager, Partner Success, Jason is the designated point of contact for all questions. Jason focuses on exceeding client expectations from pre-sale plans through implementation and building relationships with customers. Jason came to Curriculum Associates in 2018 from Lexia Learning, where he was the New York State Account Executive. While there, he collaborated with his regional team to engage the customer base around fidelity of implementation to maximize their investment. Jason was also Northeast Territory Manager at Castle Learning Online, Independent Sales Consultant at WNY eConsultants LLC, and a Teacher Assistant at Saranac Lake High School.

Professional Learning

Eric Brody | Professional Learning Specialist

Education: M.Ed., Teaching and Learning, George Mason University
B.S., History/Elementary Education, University of Pittsburg

Eric will provide the City with targeted professional development, ongoing in-classroom support, data analysis, daily project management, and communication with district and site leaders. Eric is a career educator with experience across many roles within public education (classroom teaching, instructional coaching, administration). He draws on these professional experiences to provide districts with individualized strategies and support to implement Curriculum Associates products to meet their unique needs.

Nick Timmins | Manager, Professional Learning

Education: M.Ed., Education Leadership, Organizations, and Entrepreneurship, Harvard Graduate School of Education
B.S., Advertising and Public Relations, Texas Christian University

Nick will support the City in thinking about the big picture, then supporting District educators and leaders in crafting an implementation plan tailored for individual schools. Prior to joining Curriculum Associates in 2021 to lead the New England Professional Learning team, Nick served as elementary founding teacher, grade-level chair, curriculum specialist, and assistant principal, with extensive leadership and administrator experience in the urban districts of Houston, Chicago and Denver. Nick was a Knowledge is Power Program (KIPP) School Leadership Program Teacher Leader in 2011–2012, a Miles Family Fellow in 2014, and Teacher Trainer for Teach for America.

Justin Syroka | Director, Professional Learning

Education: M.Ed., Educational Leadership and Administration, Ashland University
B.Ed., Elementary Education and Teaching, The University of Toledo

Justin will oversee the professional learning team and plan for the City. He brings his rich background and expertise in education to leaders and teachers in schools and districts. Justin joined Curriculum Associates in 2017 after a career as a classroom teacher, assistant principal, and principal that spanned more than 17 years.

When he was a principal, his school was recognized as a Model of Professional Learning Community at Work, one of only 200 schools and districts in the U.S. and Canada to receive this prestigious award. He was also a finalist for the Ohio Association of Elementary School Administrators (OAESA) National Distinguished Principal of the Year. Justin has also served as an educational consultant for Battelle for Kids.

Regional Sales Support

Lisa Cattaruzza | Educational Sales Consultant

Education: B.S., Management, Fairfield University

Lisa has over 20 years of experience directly supporting educators in Connecticut. Attuned to the nuances of the City, she will provide direct support to identify local needs and present effective solutions. She collaborates with teachers and administrators to analyze results data and address the diverse levels and needs in every classroom. Lisa joined Curriculum Associates in 2013; previously, she worked in Pre-K–6 textbook and e-product sales for McGraw-Hill Publishers and Harcourt School Publishers/Houghton Mifflin Harcourt. An experienced consensus builder, she has also created technical support materials and developed technical training modules.

Jeff Ohmer | Sales Director—Northeast

Education: M.S., Education and School Administration, Johns Hopkins University
B.S., Elementary Education, Indiana University of Pennsylvania

Jeff joined Curriculum Associates in 2018. Previously, he was with McGraw-Hill Education for 15 years serving in positions including National Manager of the Achievement Solution Group, Senior National Curriculum Specialist, National Consultant, and Consultant Manager. While in these roles, Jeff partnered with service teams and educators to deliver effective professional learning solutions to assure successful implementations. Prior to his time at McGraw-Hill, Jeff taught kindergarten and first grade in the Baltimore City Public Schools System. He served as a demonstration teacher for the district and supported teachers in need of additional professional development. Jeff has a passion for working with teachers and district leaders to implement systemic change to support the diverse learning needs of students.

Customer Service Leadership

Sandy Batista | Vice President, Warehouse & Customer Service

Education: B.S., Business Administration, Southern New Hampshire University
A.S., Information Technology, Southern New Hampshire University
Logistics Degree Program, Community College of the Air Force

Sandy oversees our customer service team as they support Waterbury Public Schools. She has been with Curriculum Associates since 2009 and among her many roles, Sandy helps to ensure workflow efficiencies, customer service excellence, and quality assurance. Sandy's previous experience includes seven years' experience as a Customer Service Manager at another company, and more than 12 collective years of experience in corporate positions that prepared her for her current focus, including Director of Quality Control at Triumph Learning and Director roles in Operations and IT as well as Production at Options Publishing. Additionally, she served in the United States Air Force for 10 years.

b. Work Plan

Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

In the Work Plan section, we provide an overview of our *i-Ready Assessment and Personalized Instruction* for mathematics solution, respond to the Minimum Requirements (beginning on page 19), and address each Scope of Services requirement (page 27).

i-Ready Assessment and Personalized Instruction for Mathematics Overview

i-Ready Assessment: Data to Inform Instruction

The core component of *i-Ready Assessment* is ***i-Ready Inform***[1] (K–12, in either English or Spanish) a computer-adaptive assessment that provides a deep, customized evaluation of every student, and tracks student growth and performance consistently and continuously over a student's entire K–12 career in mathematics (and reading). By dynamically adapting based on student response patterns, *i-Ready Inform* derives large amounts of information from a limited number of test items.

This allows *i-Ready Inform* to **accurately and efficiently pinpoint students' needs and helps teachers better understand the root causes behind student challenges**. This is especially beneficial for identifying gaps spanning back multiple years, determining where students are ready for further challenges, and providing differentiated instruction and intervention.

With only 180 instructional days in a school year, every minute counts. Starting in school year 2026–2027, *i-Ready Inform* will have a shorter test with fewer questions, helping teachers get back to instruction more quickly. *i-Ready Inform* will enable educators to spend more time teaching while preserving the level of trusted accuracy that has made it a cornerstone assessment program in classrooms nationwide. *i-Ready Inform* will continue to provide valid, reliable data, actionable insights in easy-to-use reports, and powerful instructional tools that educators value.

While the data are important, what is most critical to improving student learning outcomes is that those numbers directly and explicitly support effective mathematics instruction. *i-Ready* provides intuitive reports that track student progress toward mastery of the standards and explicitly inform instructional decision-making.

[1] *i-Ready Inform* is the new name for our adaptive assessment, currently named "*i-Ready Diagnostic*." Throughout our response, you may notice some product images with the name *Diagnostic*. This is because the name will not transition in the platform until the 2026-2027 school year.

The design of *i-Ready Inform*, which adapts across grade levels, maximizes student engagement and encourages students to put in their best effort when experiencing successes and challenges. These design considerations help yield the most targeted prescription for instruction.

i-Ready Personalized Instruction: Proven to Work

i-Ready Personalized Instruction seamlessly connects deep student insights from *i-Ready Inform* with engaging, evidence-based instruction to ensure each learner receives support where and when it is needed most. Based on *i-Ready Inform* performance, *i-Ready Personalized Instruction* builds a unique plan of online mathematics instruction including students that need to work on skills below grade level 9. Though *i-Ready Personalized Instruction* does not offer lessons designed to deliver on-grade-level content for high school, the City can enable instruction for students performing below grade 9 proficiency to help fill instructional needs and intervention requirements.

Personalized Instruction is aligned to the Common Core State Standards (CCSS) and is backed by extensive research. With *Personalized Instruction,* every student gets their own unique, differentiated instructional experience. It delivers:

- A tailored lesson path based on *i-Ready Inform* results
- Adaptive, evidence-based lessons that provide just-right instruction, practice, and feedback
- An engaging student experience that grows as its learners grow
- Support for Spanish-speaking students, English Learners, and students with disabilities

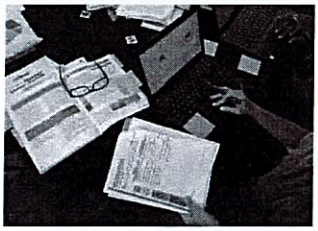
Explicit instruction throughout *Personalized Instruction* is systematic, clear, and precise. Skills introduced in earlier lessons lay the foundation for those that come later. This approach supports students across the grades with K–8 lessons that adapt to individual needs and build knowledge over time.

In grades 6+, *i-Ready Pro* enhances this experience with distinct lesson types that address a wider range of learning needs. Essential Lessons support students who need foundational skill-building, and Elevate Lessons provide rigorous content with appropriate supports for on- and near-grade learners.

i-Ready is built on strong lesson design principles and age-appropriate pedagogical practices that keep students motivated. For 6+ students, lessons in *i-Ready Pro* offer an age-appropriate design and greater learner agency—empowering them to take ownership of their learning. Accessibility features and supports for Spanish-speaking students and English Learners ensure every learner can participate.

Personalized Instruction has earned the **Research-Based Design Product Certification from Digital Promise**. This rigorous certification is only earned by products with proven research. For more, see https://productcertifications.digitalpromise.org/certified-products.

One Coherent Program for Intervention



Many Waterbury educators understand the benefits of *i-Ready* as an intervention, as the City is currently implementing *i-Ready* for reading in this way at the high school level. We are pleased to have *i-Ready* considered as a mathematics intervention for Crosby and Kennedy High Schools.

i-Ready provides a complete picture of student performance and combines a research-based online assessment platform with tailored data-driven instructional paths. Every piece of data informs instruction and intervention, and we designed *i-Ready* to be easily consumable and actionable—whether the user is a director of assessment, a first-year teacher, or has any experience or background level in between.

In a single program, *i-Ready:*

- Empowers teachers to make more informed decisions
- Integrates powerful assessments and rich insights with effective and engaging instruction to address students' individual skill gaps
- Motivates students with just-right instruction through a personalized lesson path to support their growth

Thousands of schools and districts across the country are using our blended learning solution of ***i-Ready* with *Teacher Toolbox***. *Teacher Toolbox* makes *i-Ready* even more powerful by providing digital access to a robust collection of high-quality standards-based instructional resources for teacher-led individual, small-group, and whole-class supplemental instruction or intervention.

> **"*i-Ready* is the best supplemental learning program I have ever used. My students' scores have soared since we added *i-Ready*... My students and I love it and couldn't imagine being without it."**
> **—Educator and *i-Ready* User**

Highly Rated by the National Center on Intensive Intervention

i-Ready was reviewed—and received high ratings—under three of the National Center on Intensive Intervention (NCII) Tools Charts: Academic Screening, Academic Progress Monitoring, and Academic Intervention. Following are more details about the NCII ratings.

The high ratings in **Academic Screening** signify that *i-Ready Inform* (Figure 3) meets NCII's rigorous technical standards and can be used to identify students at risk of poor academic outcomes, including those who may need intensive instruction as part of a response to intervention (RTI) or multitiered system of supports (MTSS) model.

These ratings provide external evidence of *i-Ready Inform's* rigorous design and should give educators confidence that it is appropriate to use to identify which students are at risk and in need of intensive intervention. Read more on the NCII website at: https://charts.intensiveintervention.org/ascreening.

Academic Screening Tools Chart
An Overview of *i-Ready Diagnostic*'s Results

Grade	Reliability	Validity	Classification Accuracy			Sample Representativeness	Bias Analysis Conducted
			Fall	Winter	Spring		
i-Ready Diagnostic for Mathematics							
K	●	●	◒	●	●	National with Cross-Validation	Yes
1	●	●	●	●	●		
2	●	●	●	●	●		
3	●	●	●	●	●		
4	●	●	●	●	●		
5	●	●	●	●	●		
6	●	●	●	●	●		
7	●	●	●	●	●		
8	●	●	●	●	●		

Figure 3. *i-Ready Inform* received high ratings for reliability, validity, and classification accuracy.

Additionally, NCII conducted a Bias Analysis of *i-Ready Inform* to ensure the assessment tool is free from bias and rated it "yes" in every grade for both subjects.

The high ratings in **Academic Progress Monitoring** signify that *i-Ready Inform* and *Growth Monitoring*,[2] when used together (Figure 4, following), satisfy NCII's standards for technical rigor and can be used to monitor the academic progress of students. These ratings should give educators confidence that it is appropriate to use i-Ready assessments to monitor students' academic progress. Read more on the NCII website at: https://charts.intensiveintervention.org/aprogressmonitoring.

The high ratings in **Academic Intervention** signify that two studies on the impact of *i-Ready Personalized Instruction* (Figure 5, following) on striving students meet NCII's rigorous study quality standards. These ratings on study quality, in conjunction with the positive effect sizes reported by the researchers, should give educators confidence that *i-Ready Personalized Instruction* is an appropriate intervention for striving students. Read more on the NCII website at: https://charts.intensiveintervention.org/aintervention.

Together, these NCII ratings support the use of *i-Ready* as a solution for serving every student with high-quality screening, progress monitoring, and instruction, including students who may be at academic risk and in need of intensive intervention.

[2] *Growth Monitoring* is available for grades K–8 only; not available at the high school level.

Academic Progress Monitoring Tools Chart
An Overview of *i-Ready Diagnostic* and Growth Monitoring's Results

Grade	Reliability	Validity	Bias Analysis Conducted	Sensitivity		Alternate Forms	Decision Rules	
				Reliability of the Slope	Validity of the Slope		Setting and Revising Goals	Changing Instruction
i-Ready Diagnostic and Growth Monitoring for Mathematics								
K	●	●	Yes	—	—	●	—	—
1	●	●		—	—	●	—	—
2	●	●		—	—	●	—	—
3	●	●		—	—	●	—	—
4	●	●		—	—	●	—	—
5	●	●		—	—	●	—	—
6	●	●		—	—	●	—	—
7	●	●		—	—	●	—	—
8	●	●		—	—	●	—	—

Figure 4. NCII gave *i-Ready Inform* and *Growth Monitoring* the highest ratings in reliability and validity.

Academic Intervention Tools Chart
An Overview of *i-Ready Personalized Instruction*'s Results

Program	Participants	Study Design	Fidelity of Intervention	Targeted Measures	Broader Measures
i-Ready Personalized Instruction for Mathematics	●	◒	◒	●	—

Figure 5. *i-Ready Personalized Instruction* received high ratings in Academic Intervention.

Minimum Requirements

In the following section we respond to the Minimum Requirements from pages 1–2 in the RFP.

- SaaS-based, cloud-hosted with 99.9% uptime.

The *i-Ready* platform is a web-based, vendor-hosted, Software-as-a-Service (SaaS) application. The program is not installed, hosted, or maintained locally by the district.

Excluding planned maintenance, the *i-Ready* application has a measured availability over the past 12 months of better than 99.99 percent. Our Engineering PMO independently tracks uptime to account for planned maintenance and to document downtime, root cause, and corrective action. This is maintained on an internal documentation site.

• Personalized learning paths based on diagnostic assessments.

i-Ready supports differentiated instruction and intervention by creating a personalized instructional pathway for each student based on their results from the *i-Ready Inform* diagnostic assessment. *i-Ready Personalized Instruction* builds a unique lesson plan of online instruction if the student needs to work on skills below the grade 9 level, with a personalized starting point for every student. The unique lesson plan will provide each student with an accelerated pathway to master the prerequisite skills necessary to be successful in high school courses. Although *i-Ready* does not offer lessons designed to deliver on-grade-level content for high school, educators can choose to enable instruction for specific students to help fill instructional needs. In addition to having a personalized pathway assigned to each student, teachers can also choose to assign specific *i-Ready* lessons based on classroom instruction to help fill instructional needs.

The online lessons in *i-Ready Personalized Instruction* tap into the rich data from *i-Ready Inform* and provide tailored instruction. Each student is initially placed on a unique, personalized learning path, based on the results of the year's first *i-Ready Inform* assessment. The adaptive assessment informs a unique placement in each domain, so the automatically assigned lessons in My Path provide just-right instruction, practice, and feedback for each student. The second *i-Ready Inform* of the year generates an updated lesson pathway based on student performance.

Lessons are grounded in strong pedagogy and built on evidence-based practices proven to accelerate learning. This foundation is backed by extensive efficacy research, while powerful reporting tools help educators monitor key growth metrics and adjust instruction with purpose.

For more details about *Personalized Instruction* lessons, please see our response to #3 in the Scope of Services, beginning on page 30.

• Coverage for math skills from elementary through high school algebra/geometry.

i-Ready assesses mathematics skills at grade levels K–12 and provides personalized instruction for students performing at grade levels K–8. With valid and reliable assessments and integrated, robust data-analysis and reporting, *i-Ready* aligns lessons to address skill gaps, and can be an effective intervention solution for high school students not performing at grade level.

The mathematics domains and sub-skills measured by *i-Ready Inform* and taught by *i-Ready Personalized Instruction* are listed in Table 1, following.

Table 1. Mathematics Skills Assessed in *i-Ready Inform* (K–12) and Taught in *i-Ready Personalized Instruction* (K–8)		
Grades K–5	**Grades 6–8**	**Grades 9–12[3] (Assessed Only; Instruction for students performing below gr. 9)**
Number and Operations		
Counting and Cardinality • Number and Operations in Base Ten • Whole numbers and decimals, place value, comparing, adding, subtracting, multiplying, and dividing **Number and Operations** • Fractions modeling, comparing, adding, subtracting, multiplying, dividing	**The Number System** • Common factors, common multiples, positive and negative rational numbers including integers, fractions, decimals, approximating numbers that are not rational, irrational numbers	**Number and Quantity** • The real number system, quantities, the complex number system, vector and matrix quantities, operations on vectors
Algebra and Algebraic Thinking		
Operations and Algebraic Thinking • Meaning of operations, number sense, number relationships, properties, solving word problems	**Ratios and Proportional Relationships** • Percentages, rates, ratios **Expressions and Equations** • Variables, equivalent expressions, exponents, radicals and integer exponents, solving real-world problems, slope, equations, inequalities, graphs of lines **Functions** • Defining, evaluating, and comparing functions, modeling relationships with functions	**Algebra** • Expressions, arithmetic with polynomial and rational expressions, interpreting, writing and solving equations, reasoning with equations and inequalities **Functions** • Interpreting, modeling, and building functions: linear, exponential, quadratic, polynomial, logarithmic, trigonometric, rational
Measurement and Data		
Measurement and Data • Customary and metric units, time, money, length, capacity, weight and mass, geometric measurement, area, perimeter, volume, creating and interpreting graphs	**Statistics and Probability** • Randomness, probability distributions, collecting and analyzing data, making inferences and conclusions based on random samples and measures of center and variability	**Statistics and Probability** • Interpreting categorical and quantitative data, making inferences and justifying conclusions, conditional probability, rules of probability, expected values, making decisions using probability

[3] In i-Ready Inform Results reports for grades 9–12, student data will be reflected in two domains: Algebra and Algebraic Thinking (includes topics shown in 9–12 Number and Operations) and Geometry (includes topics shown in 9–12 Measurement and Data).

Table 1. Mathematics Skills Assessed in *i-Ready Inform* (K–12) and Taught in *i-Ready Personalized Instruction* (K–8)		
Grades K–5	**Grades 6–8**	**Grades 9–12[3] (Assessed Only; Instruction for students performing below gr. 9)**
Geometry		
Geometry • Two-dimensional figures, three-dimensional shapes, lines, segments, points, rays, angles, symmetry, coordinate plane, graphing points, perimeter, area, volume	**Geometry** • Relationship between geometric figures, angle measures, area, surface area, congruence, similarity, coordinate geometry, Pythagorean Theorem	**Geometry** • Congruence, similarity, transformations, right triangles, right triangle trigonometry, circles, proofs

• Interactive lessons, videos, and gamified elements to engage students.

i-Ready Personalized Instruction seamlessly connects deep student insights from *i-Ready Inform* with engaging, evidence-based instruction to ensure each learner receives support where and when it is needed most. Available for students who need instruction at grade levels K–8 in mathematics. Thoughtful adaptivity within lessons keeps students appropriately challenged as they progress, while teacher-assigned lessons aligned to classroom instruction provide flexibility to reinforce or extend learning in the moment.

i-Ready is built on strong lesson design principles and age-appropriate pedagogical practices that keep students engaged and motivated. Accessibility features and supports for Spanish-speaking students and English Learners ensure every learner can participate meaningfully.

For students performing at grades 6+, *i-Ready Pro* enhances this experience with distinct lesson types that address a wider range of learning needs. Essential Lessons support students who need foundational skill-building, and Elevate Lessons provide rigorous content with appropriate supports for on- and near-grade learners.

i-Ready is built on strong lesson design principles and age-appropriate pedagogical practices that keep students motivated. Lessons in *i-Ready Pro* offer an age-appropriate design and greater learner agency—empowering them to take ownership of their learning. Accessibility features and supports for Spanish-speaking students and English Learners ensure every learner can participate.

In addition to interactive lessons, *i-Ready* has built-in features to promote student motivation. After students complete their lessons, they have visibility into their performance. In their student dashboard, the student can navigate to the My Progress tab to view lesson stats: time-on-task, lessons passed, lesson streak (number of lessons passed in a row), and experience points (XP) in *i-Ready Pro*. Within this tab, students can also click on the Completed Work button to see a list of all completed lessons, with the date they were completed and the score they received.

For additional details on *i-Ready Personalized Instruction* lessons, please see our response to #3. Content Delivery, beginning on page 30.

• Reporting tools for teachers/administrators to track progress.

The goal of *i-Ready* reporting is to provide actionable, detailed reports that are useful to administrators and teachers as they support student learning. Going far beyond merely compiling scores and time-on-task, *i-Ready's* intuitive reports provide developmental analyses, group students who need additional support with the same concepts, make instructional recommendations to target specific skills, and monitor progress as students follow their individualized instructional paths.

For more details, please see our response to #4 in the Scope of Services section, beginning on page 36.

• Compliance with City Data Privacy, FERPA, COPPA, and accessibility standards.

Data Privacy

We adhere to strict standards for student data security and accessibility, including the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). All employees with access to student data are required to complete FERPA training, and we maintain a detailed security plan, an overview of which can be found here: https://www.curriculumassociates.com/support/privacy-and-policies/i-ready-data-handling-privacy.

Since our products are used by students under the age of 13, we must comply with COPPA. We only use data collected from students for educational purposes, and thus schools are permitted to act as agents of their students and can consent under COPPA to the collection of students' data on parents' behalf. See Section N of the FTC guidance on COPPA: https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions-0.

Additional information is provided in our response to #9 Data Security and Compliance in the Scope of Services section, beginning on page 47. Please also refer to the Clarifications in chapter 6. Exceptions and Alternatives.

Curriculum Associates' Commitment to Accessibility

We have developed a systematic approach to accessibility that includes: Web Content Accessibility Guidelines (WCAG) and the Universal Design for Learning (UDL) framework, guidance from the English Learners Success Forum (ELSF), and the accessibility and accommodations manual of the Council of Chief State School Officers (CCSSO) to inform our accessibility efforts. Curriculum Associates is using its commercially reasonable efforts to comply with the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, WCAG 2.1 Level AA, and WCAG 2.2 Level AA criteria, with documented exceptions.

Our ongoing commitment is to have *i-Ready* address WCAG 2.0 Level AA, WCAG 2.1 Level AA, and WCAG 2.2 Level AA criteria to the greatest extent possible. Each product's current level of conformance informs our priorities for the future. *i-Ready Inform*, *i-Ready Growth Monitoring,* and *i-Ready Standards Mastery* currently meet WCAG 2.0 Level AA criteria with limited documented exceptions and meet the majority of WCAG 2.1 Level AA and WCAG 2.2 Level AA criteria with documented exceptions. We are working toward removing the remaining documented exceptions.

For a current list of embedded and non-embedded student supports and accommodations, please refer to our Accessibility & Accommodations Resource Hub (https://www.curriculumassociates.com/access-and-outcomes/committed-to-accessibility/accessibility-in-our-programs), which is updated regularly to reflect our most recent *i-Ready* accessibility developments.

Please also refer to our 1EdTech Accessibility Rubric results (https://site.imsglobal.org/accessibility-rubric/app-vetting-profile-for-i-ready/620058), where we received an Optimized score upon submission for *i-Ready*.

• Installed base in at least 5 similar K-12 districts (preference for CT or Northeast).

i-Ready is implemented in similar districts. **15 million students** across the country use *i-Ready*, including in districts similar to Waterbury Public Schools.

Please see our list of references, beginning on page 7, and view case studies on our website at https://www.curriculumassociates.com/resources/case-studies.

• No additional client software required beyond standard browsers.

Following is an overview of selected software technical requirements. For a complete list of technical requirements, including software and hardware, see *i-Ready System Requirements*, available online at https://cdn.i-ready.com/instruction/content/system-check/iReady_System_Requirements.pdf.

For the Windows operating system, Adobe Reader® is ideal, but PDF files in *i-Ready* can be opened with the built-in PDF readers in the Chrome and Edge browsers. The latest version of Adobe Reader can be downloaded here: http://get.adobe.com/reader.

Browser and Operating System Requirements

Current System Requirements

i-Ready Connect—which provides access to our web-based *i-Ready*, is compatible with modern browsers and operating systems, as shown in the Table following.

Table 2. Supported Browsers and Operating Systems

Operating System	Edge®	Safari®	Firefox®	Chrome®
Windows® 10 22H2	136 or higher	N/A	136 or higher	136 or higher

Table 2. Supported Browsers and Operating Systems				
Operating System	**Edge®**	**Safari®**	**Firefox®**	**Chrome®**
Windows 11 22H2	136 or higher	N/A	136 or higher	136 or higher
MacOS® 10.15 or higher		18.1 or higher	136 or higher	136 or higher
MacOS 12 or higher		18.1 or higher	136 or higher	136 or higher
Google Chrome™ OS*	N/A	N/A	N/A	136 or higher

*Edge on MacOS has not been fully tested and is not supported for use with *i-Ready* at this time.
**Our fully supported ChromeOS version is 136+. However, LTS (Long-Term Support) version 132 will be fully supported until ChromeOS LTS advances to 138, expected in October 2025.

Firewall/Content Filter Requirements

i-Ready is provided as an internet-based SaaS product and as such, requires basic connectivity over https. Firewalls, content filters, proxy servers, and virus-scanning software can all significantly degrade performance, even in cases where network bandwidth appears sufficient. Because of this, we strongly recommend adding the sites in Table 3 to a URL Bypass List (whitelist).

Table 3. Firewall/Content Filter Requirements		
Wildcard Bypass List	**Full Domain Bypass List**	**Full Domain Bypass List, Cont'd.**
*.i-ready.com	login.i-ready.com	videos.curriculumassociates.com
*.vidyard.com	cdn.i-ready.com	items.learnosity.com
*.cainc.com	cainc.i-ready.com	items-va.learnosity.com
*.curriculumassociates.com	content.i-ready.com	assess.learnosity.com
*.i-readyconnect.com	connect.i-ready.com	assess-va.learnosity.com
*.readycentral.com	i-readyconnect.com	questions.learnosity.com
*.learnosity.com	help.i-ready.com	questions-va.learnosity.com
*.cloudfront.net	sso.i-ready.com	eventbus.learnosity.com
i-readycentral.com	oel.i-ready.com	eventbus-va.learnosity.com
readyclassroomcentral.com	resource-library.i-ready.com	events.learnosity.com
teacher-toolbox.com	teacher-toolbox.i-ready.com	reports.learnosity.com
	i-readycentral.com	events-va.learnosity.com
	math.readycentral.com	reports-va.learnosity.com
	readyclassroomcentral.com	assets.learnosity.com
	securemail.cainc.com	annotations.learnosity.com
	sftp.i-ready.com	annotations-va.learnosity.com
	teacher-toolbox.com	shared.learnosity.com
	pd.i-ready.com	dw6y82u65ww8h.cloudfront.net
	hec.i-ready.com	g.i-ready.com
	ca.vidyard.com	g-api.i-ready.com

Table 3. Firewall/Content Filter Requirements		
Wildcard Bypass List	**Full Domain Bypass List**	**Full Domain Bypass List, Cont'd.**
	play.vidyard.com share.vidyard.com cdn.vidyard.com embed.vidyard.com support.curriculumassociates.com	g-accounts.i-ready.com g-statsc.i-ready.com

Ports to Allow: 443 and 80

Note: Please also make sure info@about.curriculumassociates.com is added to your email client as a safe sender to receive information about product updates.

• Integration capabilities with common educational platforms.

i-Ready integrates with common platforms. For rostering student and staff information, *i-Ready* can be integrated with the District's Student Information System (SIS) and set up for nightly synchronization via one of the following methods:

- **Clever**: Clever is a third-party data sharing company with which we partner that connects with many applications, one of which is i-Ready. With this option, a district sends their SIS data to Clever, either via SFTP or Auto-Sync, and then we sync once nightly with Clever.
- **ClassLink**: ClassLink is a third-party company that would provide applications like i-Ready with access to the District roster data using the OneRoster specification. With this method, we pull data nightly from ClassLink Roster Server via an API connection.
- **OneRoster**: OneRoster is a global data standard. For a district that already use OneRoster (not through ClassLink), we can attempt to connect directly to their OneRoster API endpoint, or they can send OneRoster CSV files to a designated SFTP site on a nightly basis.

Following is information on other integrations that are supported in *i-Ready*.

- *i-Ready* supports an Ed-FI API based integration.
- *i-Ready* supports SSO when utilizing automated rostering. Details of SSO options are discussed after selecting an automated rostering implementation.

i-Ready supports integration with leading LMS'; a complete list of supported LMS' is in *i-Ready* Terms of Use at https://cdn.i-ready.com/instruction/content/system-check/iReady_Terms_Of_Use.pdf.

Alignment with the Scope of Services

1. **Software Licensing and Access:** Provision of user licenses for up to 600 students and 50 staff members at each of Crosby and Kennedy High Schools with scalable options for future expansion.

Curriculum Associates can offer *i-Ready* licenses for up to 600 students at each high school (1,200 total) and 50 staff members. *i-Ready* is implemented in schools and districts across the country, and can be scaled as needed for future expansion.

Please see details in chapter 4. Cost Schedule.

2. **Diagnostic and Assessment Tools:** Built-in diagnostic tests to identify student skill gaps and generate individualized learning plans.

Accurately Identify Student Skill Gaps

The core component of *i-Ready Assessment* is the reliable and valid ***i-Ready Inform*** (K–12), a computer-adaptive assessment that provides a deep, customized evaluation of every student and tracks student growth and performance. Individualized learning paths in *i-Ready Personalized Instruction* are generated based for each student based on *i-Ready Inform* results.

i-Ready Inform starts students at an estimated difficulty level based on their chronological grade. As a student answers questions correctly or incorrectly, the test adjusts up or down, with questions of varying difficulty, until the assessment reaches the level of difficulty that is "just right" and pinpoints which sub-skills have been mastered and which need additional work.

Subsequent *i-Ready Inform* assessments begin at the student's estimated proficiency based on previous performance. For example, in mathematics, a student may need support in algebraic thinking but is meeting grade-level expectations in numbers and operations. The depth of the item bank enables *i-Ready Inform* to truly pinpoint a student's performance and ensures the accuracy of results.

Figure 6 following shows how *i-Ready Inform* adapts to determine student placement level.

The customized learning paths in *Personalized Instruction* are based on *i-Ready Inform* results. Please see our response to #3 Content Delivery for a robust description of *i-Ready Personalized Instruction* lessons.

> **"The most significant thing about *i-Ready* is how it places students accordingly and how it guides teachers in addressing the situation regarding students' knowledge."**
> **—Educator and *i-Ready* User**

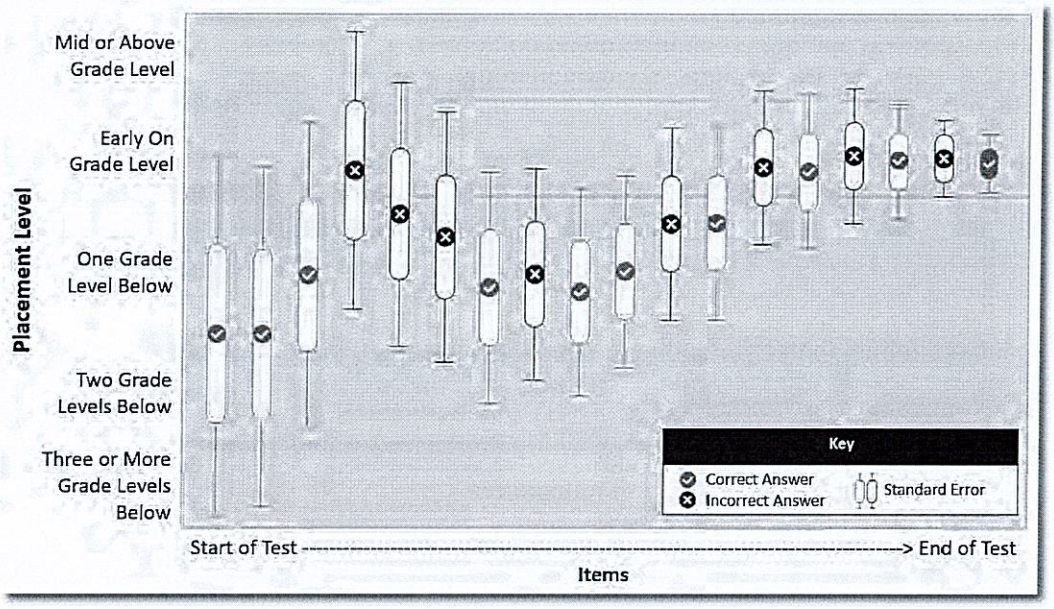


Figure 6. By adapting to student responses and assessing a broad range of skills—including skills above and below a student's chronological grade—*i-Ready Inform* pinpoints a student's skill level.

Connect to Instruction and Intervention

The hard work of connecting digital and classroom resources often falls to the teacher. *i-Ready* alleviates that burden with rich assessment data to provide teachers with a complete picture of student performance and ties data directly to included resources that accelerate growth.

- **i-Ready Inform Results (Student) report** includes a list of what the student "Can Do" and specific Next Steps and Resources for Instruction—the next skills in a developmental progression that students need to master. Figure 7 on the following page is an excerpt of the i-Ready Inform Results (Student) report for high school.
- **Tools for Instruction** are short, targeted resources for teacher-led instruction available for students performing below grade 9 that are tied directly to students' skill needs. When appropriate, Tools for Instruction are recommended resources in *i-Ready Inform* Results reports. Included with the *i-Ready* license, Tools for Instruction are designed for 20–30 minutes of instruction for students performing at grades K–8. The resources are also available in Spanish for mathematics K–8.
- Available in the same *i-Ready* platform, ***Teacher Toolbox*** offers educators high-quality standards-based instructional resources. Lessons are often recommended in *i-Ready* reports. Materials are organized by grade and standard, so teachers can easily pinpoint resources for a specific skill. Educators can access resources for all available grade levels, supporting intervention.

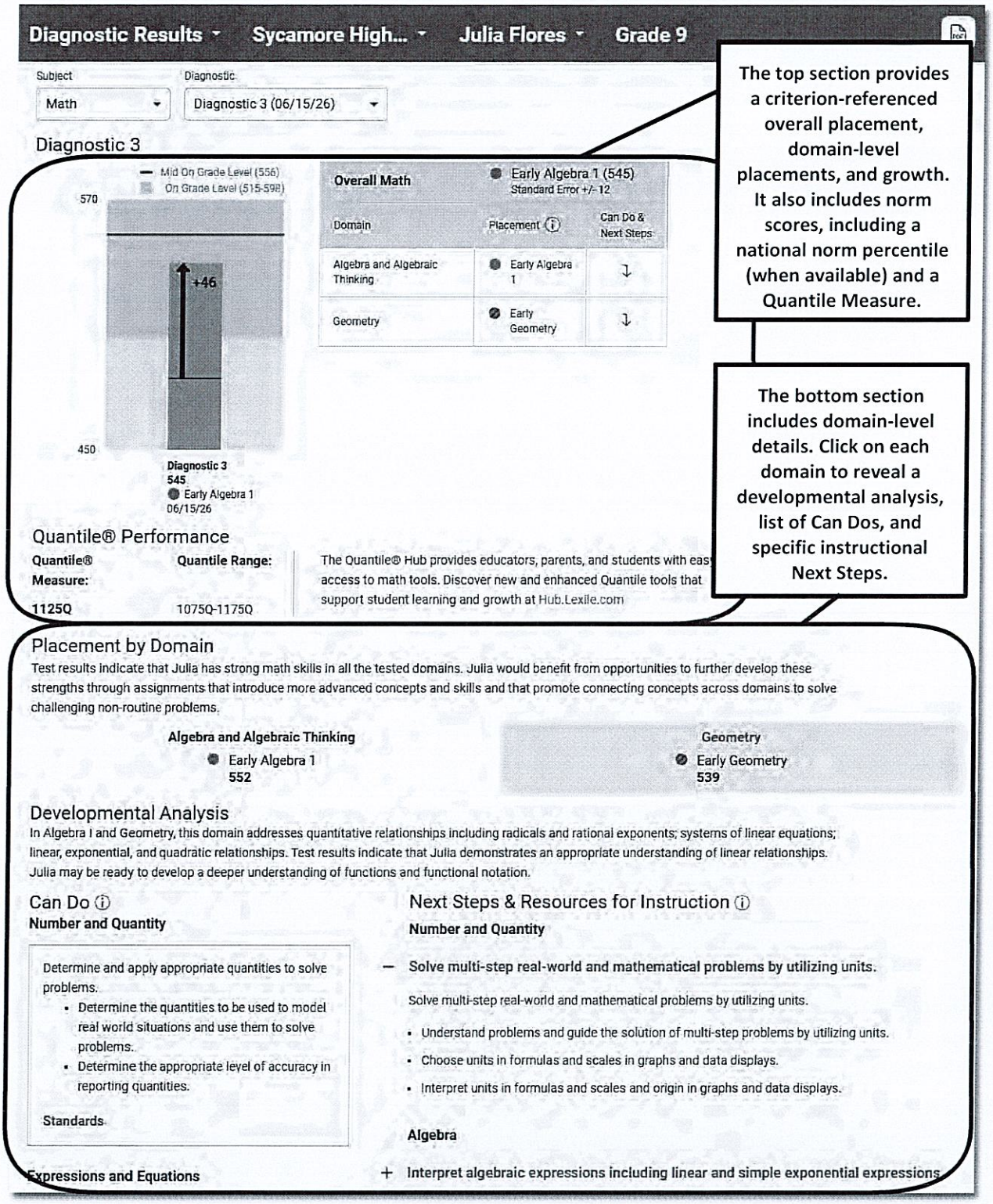


Figure 7. At high school grades, the i-Ready Inform Results (Student) report shows student performance in terms of a scale score and placement levels. The report also includes a Developmental Analysis with what the student "Can Do" and Next Steps for instruction.

3. **Content Delivery:** Interactive math content including lessons, videos, practice problems, and gamification features aligned with Common Core State Standards.

i-Ready Personalized Instruction was designed for the CCSS and delivers engaging lessons with instruction, practice, and games.

Engaging, Interactive Lessons Aligned with the Common Core

Designed and developed to meet the rigor of today's college- and career-ready standards, *i-Ready* is strongly aligned to the CCSS for mathematics. Alignment of *i-Ready Assessment* and *i-Ready Personalized Instruction* to the CCSS are provided in the following links:

- *i-Ready Inform* for Mathematics: https://cdn.bfldr.com/LS6J0F7/at/nzs3g6mm4f83qw7xzgkxmvf/CCSS_Math_Indicator_Correlations.pdf
- *i-Ready Personalized Instruction* for Mathematics: https://cdn.bfldr.com/LS6J0F7/at/ghwqhmhm2wqjv3jwmsfcgvw9/CCSS_Math_Lesson_Correlations.pdf

The lesson design principles and age-appropriate pedagogical practices in *i-Ready* keep students engaged and motivated as they grow their mathematical skills. *Personalized Instruction* lessons follow a natural, developmental progression. Skills introduced in earlier lessons lay the foundation for those that come later. This approach supports students with lessons that adapt to individual needs and build knowledge over time.

All lessons include instruction and practice with opportunities for students to demonstrate understanding through scored moments that are reported back to educators.

- **Instruction**: This portion of a lesson explains the topic and encourages students to draw upon prior knowledge. The explicit instruction includes modeling the skill in engaging scenarios. Next, students practice the new skill. *I-Ready* embeds numerous instructional supports, such as defining academic language in context at point-of-use, which are particularly helpful to English Learners and students served by Special Education.
- **Practice**: Students then dive in, engage in productive struggle, and receive strategic and interactive scaffolds when and where they need them. When students answer incorrectly, they are presented with instructional feedback that guides them toward understanding. Students advance through a lesson without listening to instruction they do not need if they answer initial questions correctly. In this way, each student is sufficiently challenged and progresses at an appropriate pace through each lesson and through the entire lesson pathway. Additionally, students can decide if they want extra support or choose to use optional scaffolds, empowering them to take ownership over their learning.
- **Lesson Scoring**: Every lesson includes scored moments—whether integrated throughout the lesson or included at the end—to assess students' understanding of the focus skill.

As previously mentioned, after students complete their lessons, they have visibility into their performance. Also, should the teacher feel that a student needs further challenge, they can opt to add teacher-assigned lessons to the student's automatically assigned instructional path. Teachers can also adjust a student's position within the recommended lesson sequence.

i-Ready Pro: Designed for Grades 6+

With adaptive lessons tailored to each student's needs—whether they require foundational support or are ready to engage in grade-level instruction—*i-Ready Pro* helps every learner feel empowered and confident. Educators continue to stay in the center of our programs with real-time insights, enabling both celebration and reflection to guide students with purpose.

i-Ready Pro transforms the learning experience for students and empowers their teachers (Figure 8).

- For students in grades 6+:
  - **Assessment**: Experience a fresh introduction with improved interfaces and clearer insights into their academic progress.
  - **Instruction**: Access nearly 700 new and revamped lessons with enhanced lesson progressions designed to boost their learning journey.
    - Essential Lessons: Build foundational skills in grades 6+.
    - Elevate Lessons: Tackle crucial grade-level content in grades 6–8.
  - **Customizable Dashboard**: Enjoy a new look and feel with enhanced tools to track progress and feel motivated.
- For educators:
  - **Reports**: Benefit from skill insights with updated *Personalized Instruction* reporting.
  - **Instruction Assignment**: Leverage improved functionality to easily assign new lessons.

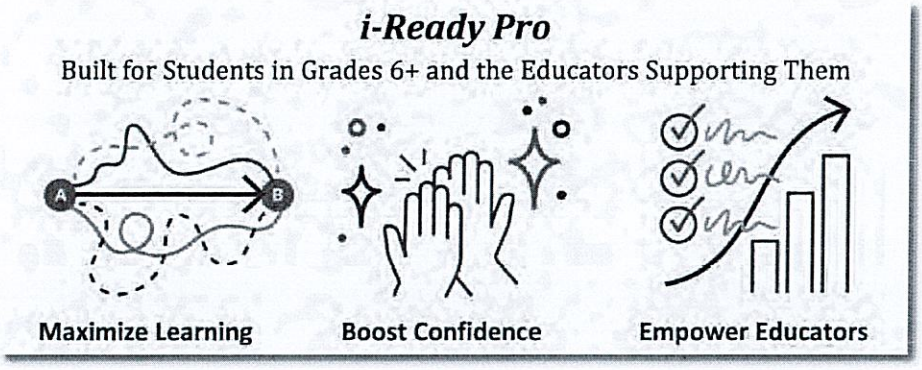


Figure 8. Every grade 6+ student will find their own immersive pathway to reach their goals with *i-Ready Pro*.

When the City purchases *i-Ready Assessment and Personalized Instruction*, students in grades 6+ will enjoy the new *i-Ready Pro* experience. When older students log in, they will see a mature design, beginning with their student dashboard and continuing into their assessment and lessons.



As usual, their performance on *i-Ready Inform* determines their placement in *Personalized Instruction*. Based on this placement, students will either work on Essential Lessons or Elevate Lessons. Educators benefit from improved reporting that provides detailed insights into each student's skill levels from both types of lessons. This not only helps students learn at their own pace but also empowers educators with actionable data to support each student's growth effectively.

Students in grades 6+ often seek digital experiences that feel more mature because they are navigating a crucial stage of identity development where they strive to be seen as more independent and grown-up. This age group is eager to move beyond experiences that feel overly childish as they seek to establish their sense of self and align more closely with older role models and peers, making more sophisticated digital content appealing to them.

Therefore, *i-Ready Pro* features sophisticated digital content that honors older students' experiences as they strive to be seen as more independent and grown up. When older students log into *i-Ready*, they experience the product that was designed with their age in mind. With the *i-Ready Pro* experience, students enjoy an aged-up look and feel that gets them excited about what they are learning. Everything from color palettes to digital interactions were validated with students to find an experience that appeals to them. This look and feel begins with their student dashboard and extends into their assessment and instruction.

Key Benefits of the i-Ready Pro Experience

- **Maximize Learning**: *i-Ready Pro* helps students efficiently reach their grade-level goals. Essential Lessons for grades 6+ focus on foundational reading skills, language comprehension, and core numeracy, while Elevate Lessons for grades 6+ focus on near- and on-grade reading and math skills. These lessons are based on what research shows older students need to succeed, providing streamlined and effective instruction that focuses on essential skills and getting to grade level achievement. These new pathways provide a more efficient route to grade-level success, avoid repetition, and focus on critical skills. In addition, students who demonstrate proficiency can quickly move on to more advanced content, while those needing extra support receive the targeted instruction and practice they need. Adaptive technology makes learning engaging and efficient, ensuring students are getting the exact content they need (Figure 9).

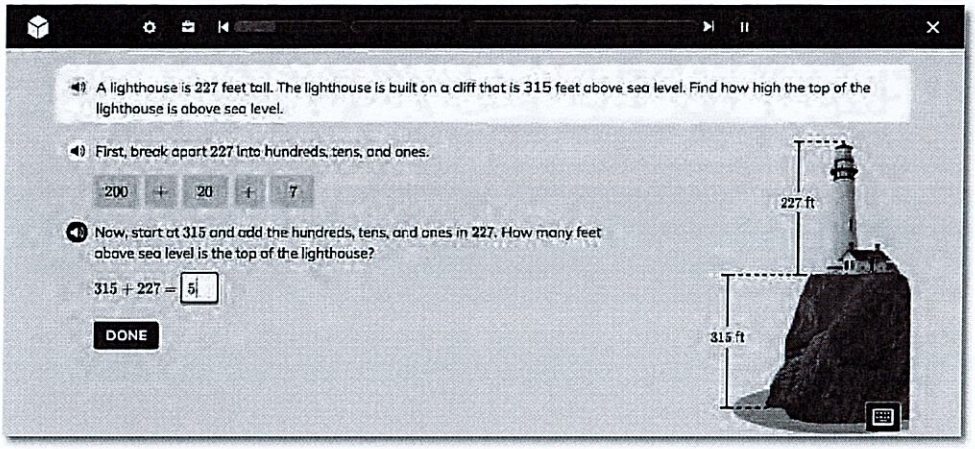


Figure 9. This new experience offers adaptivity in the new streamlined lesson pathways.

- **Boost Confidence**: *i-Ready Pro* gives students control over their learning experience, helping them build confidence. Essential Lessons and Elevate Lessons offer an aged-up look-and-feel that resonates with older students. They provide students with visibility into their learning, more choices, a new progress and motivation system, and a system that recognizes their achievements. This approach fosters a sense of ownership and autonomy (Figure 10).



Figure 10. The new instructional experience gives students agency, choice, and autonomy.

- **Empower Educators**: *i-Ready Pro* strengthens educators' capacity to support their students with detailed skill-level reporting. Enhanced reporting offers insights into each student's performance on specific skills taught within a lesson, rather than just broader domains. This feature supports both interventionists and traditional secondary educators by highlighting where students excel in their lessons and where they may need more support. This enhanced reporting continually updates as students move through their lesson pathway, giving educators the information they need to provide effective instructional support. Figure 11 presents an example of the report.

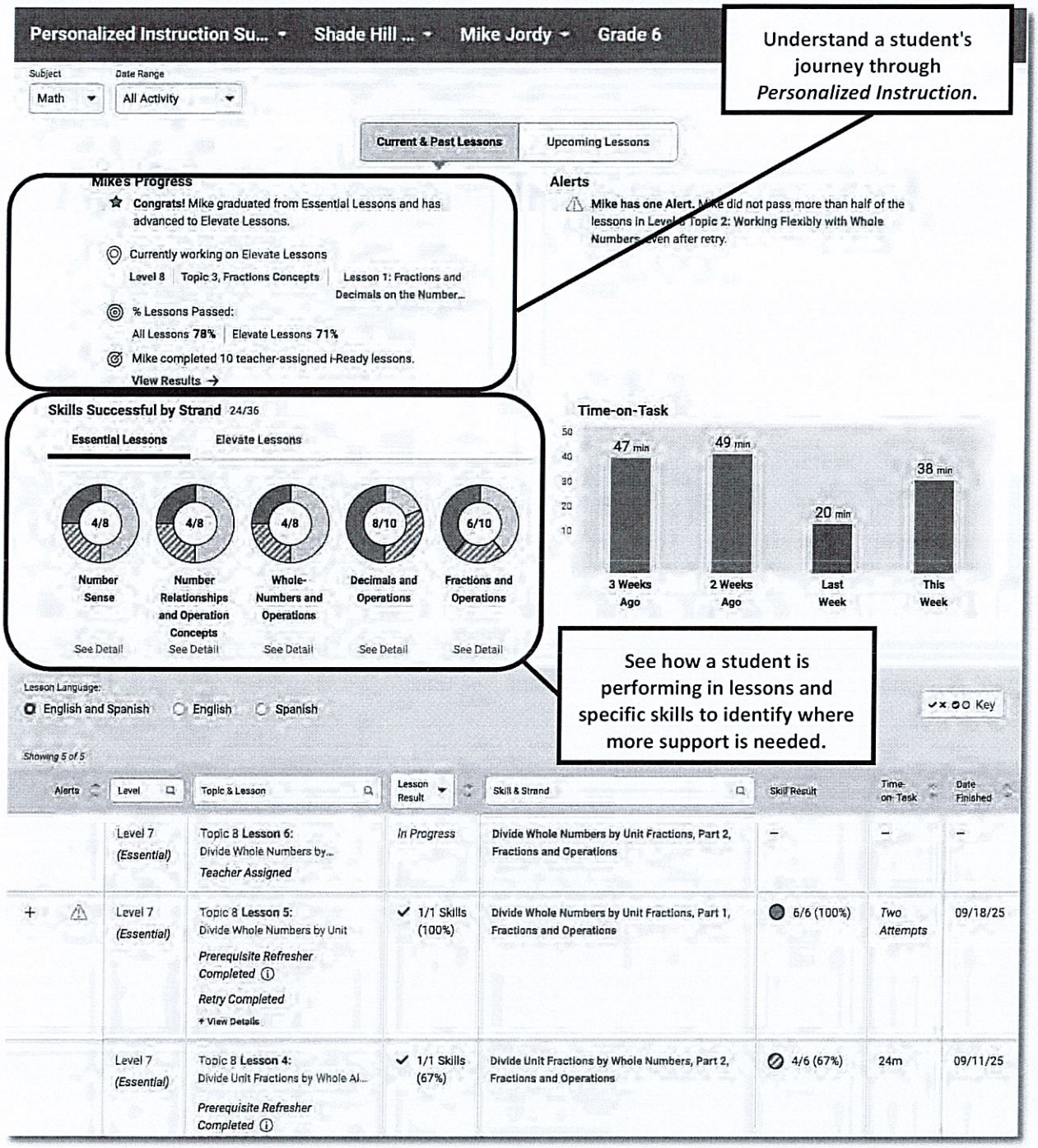
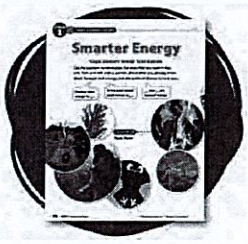
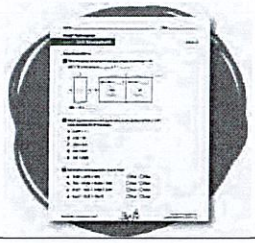
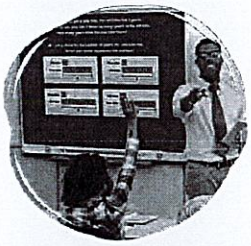
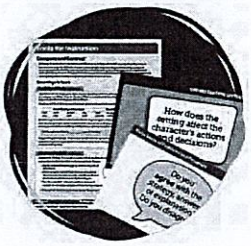


Figure 11. The enhanced Personalized Instruction Summary (Student) report will provide deeper insights into skills development and acquisition—going beyond domain-level reporting.

Teacher Toolbox

Teacher Toolbox—available in the same *i-Ready* platform—is a robust collection of high-quality standards-based instructional resources for teacher-led mathematics (K–8), see Table 4 below. Lessons are often recommended in *i-Ready* reports. Materials are organized by grade and standard, so teachers can pinpoint resources for a specific skill.

Educators can access resources for all available grade levels, thereby supporting differentiated instruction and intervention across grades.

Table 4. Overview of *Teacher Toolbox* Features and Benefits	
	**Lessons**: Digital access to teacher-led lessons and step-by-step support include: • ***Ready Mathematics*** (K–8), a supplemental program top-rated by EdReports, engages students in discourse, builds strong mathematical habits, and develop a deeper understanding of mathematics concepts through embedded SMPs.
	**Assessments**: *Teacher Toolbox* contains a range of evaluation tools and assessments that allow students to demonstrate mastery of today's standards while supporting teachers in identifying skill areas that may need reinforcement. The assessments challenge students through test structures that mirror those of high-stakes state assessments.
	**Multimedia Content**: *Teacher Toolbox* includes interactive whiteboard lessons for whole class or small group instruction for grades K–8. These digitally animated lessons are available at teachers' fingertips and can help them introduce new concepts or reteach prerequisite standards. Teachers can lead students through the engaging online lessons together, while sharing the lesson on the computer screen or projector, pausing to engage in conversation and using the lesson as a group activity to check for understanding and address misconceptions.
	**Additional Resources**: Instruction and practice resources include: • Implementation supports (routines, discourse supports, and sequencing guides) • Tools for Instruction help teachers target specific skills gaps

The comprehensive model combining *i-Ready* with *Teacher Toolbox* provides:



- **Adaptive Assessment**: *i-Ready Inform* can be administered three times per year to gain detailed insight into student needs and inform both online and teacher-led instruction.
- **Online Personalized Learning**: Based on results of *i-Ready Inform*, *i-Ready* automatically places students into online instruction customized to their placement levels. *Personalized Instruction* provides highly scaffolded, interactive lessons that allow students to work independently.
- **Teacher-Led Differentiated Instruction**: Various *i-Ready* reports detail students' current strengths and instructional needs, and then recommends aligned instructional supports, such as Tools for Instruction, as well as resources available in *Teacher Toolbox*. With *Teacher Toolbox*, educators can access the full range of detailed lesson plans and digital tutorials, thereby supporting differentiated instruction for students performing below-, on-, or above-grade level.

For additional details, see: https://www.curriculumassociates.com/programs/i-ready-learning/teacher-toolbox.

"I love all aspects of *Teacher Toolbox*! It is easy to navigate and find resources quickly, aligned with our standards."
—Educator and *Teacher Toolbox* User

4. **Progress Monitoring and Reporting:** Real-time dashboards, customizable reports, and analytics for student performance, usage, and outcomes.

i-Ready was designed to give educators real-time data in easy-to-understand dashboards, with integrated analysis and reporting.

Integrated Data Analysis and Reporting

Embedded in the program and included with the license fee, *i-Ready's* robust analysis and reporting platform presents all data in practical, intuitive reports that educators can access through their *i-Ready* dashboard in real time—this means that teachers do not need to spend precious time analyzing or organizing data themselves. Always up-to-date, reports are printable and accessible at four levels:

- **1) District- and 2) School-Level Reports:** A district- or school-level view gives administrators a clear indication of overall performance and the extent of intervention needed in the district or school. This visibility enables immediate and effective course corrections.
- **3) Class-Level Reports**: Class reports provide teachers with a wealth of information to monitor and drive student growth. Teachers can quickly see which students need intervention, the key areas to target for each student, and how to group students for instruction.

- **4) Student-Level Reports**: *i-Ready* provides teachers with a detailed, easy-to-read analysis of every student's proficiency levels. Reports detail which skills students have mastered and those skills to prioritize next for instruction, thereby supporting success for every student. Additionally, the For Families report is specifically designed to put student performance data into family-friendly terms to help facilitate teacher-family conversations.

Table 4 presents the standard reports available for grades 9–12 (mathematics).

Table 5. Standard Reports for Connecticut, 9–12

Report Name	Description	Available Report Levels	Subject (Language Available)
***i-Ready Assessment* Reports**			
i-Ready Inform Results (9–12)	• Student-Level: Presents *Inform* results: scale score, placement level, norm scores (Fall, grades 9–10 only), Quantile measure, with "Can Dos" and next steps. • Class-, School-, and District-Level: Provides student performance for the group, and admins can compare assessment window results.	• Student • Class • School • District	• Mathematics (English/Spanish)
i-Ready Inform Growth (9–12)	• Student-Level: Shows progress toward growth for each student. • Class-, School-, and District-Level: Shows how students are progressing toward growth measures.	• Student • Class • School • District	• Mathematics (English/Spanish)
i-Ready Inform Status (9–12)	• Class-Level: Contains students' *Inform* status (not assigned, not started, in progress, or completed). • School- and District-Level: Administrators can sort by class, grade, or report group, and view enrollment numbers.	• Class • School • District	• Mathematics (English/Spanish)
CCSS Performance (9–12)	• Student- and Class-Level: Evaluates how students are performing against the standards based on their *Inform* performance. Includes descriptions of aligned standard(s) and related skill.	• Student • Class	• Mathematics (English/Spanish)
Historical Results (9–12) If *i-Ready* was used in previous year(s)	• Student-Level: Provides a comprehensive view of student performance for up to three academic years, including *Inform* scores and placements, growth progress, and lesson data (if applicable). • Class-Level: Shows how a class progressed in the previous year, helping with analysis and planning.	• Student • Class	• Mathematics (English/Spanish)
For Families (9–12)	• Student-Level: Provides families with their student's overall performance, scale scores, placement levels, and definitions.	• Student	• Mathematics (English/Spanish)

Table 5. Standard Reports for Connecticut, 9–12			
Report Name	**Description**	**Available Report Levels**	**Subject (Language Available)**
***i-Ready Personalized Instruction* Reports (if licensed)**			
Personalized Instruction Summary (students placed in K–8 lessons)	• Student-Level: Shows performance on lessons: time spent, progress by domain/skill, and alerts. • Class-, School-, and District-Level: Provides a comprehensive look at average time-on-task, pass rates, and the data can be sorted.	• Student • Class • School • District	• Mathematics (English/Spanish)
Personalized Instruction by Lesson (students placed in K–8 lessons)	• Class-Level: View all lessons students have recently completed to identify common areas of success and similar needs for support.	• Class	• Mathematics (English/Spanish)

Authorized administrators can run a data export that includes demographic information along with pertinent assessment or instruction data. Table 6 presents school- and district-level reports that can be exported as CSV files and then saved to Excel or other CSV-compatible applications for external analysis.

Table 6. Standard Exports, K–12			
Export Name	**Description**	**Available Export Levels**	**Subject (Language Available)**
***i-Ready Assessment* Exports**			
i-Ready Inform Results (9–12)	• Provides information on student *i-Ready Inform* performance: start date, completion date, baseline versus most recent assessment, duration, rush flags, scale score, placement, percentile, etc.	• School • District	• Mathematics (English/Spanish)
i-Ready Inform Completion (9–12)	• Provides details regarding individual student demographics and the number of *i-Ready Inform* assessments completed in the given window.	• School • District	• Mathematics (English/Spanish)
***i-Ready Personalized Instruction* Exports (if licensed)**			
Personalized Instruction Summary (students placed in K–8 lessons)	• Allows administrators to review instructional usage information across *i-Ready* and *i-Ready Pro* lessons.	• School • District	• Mathematics (English/Spanish)
i-Ready Pro Instruction by Lesson (students placed in K–8 lessons)	• Allows administrators to review data by *Pro* lesson for every student in one file. Lessons are identified as *i-Ready*-Assigned versus Teacher-Assigned to understand performance by type.	• School • District	• Mathematics (English/Spanish)

For details on customization available in *i-Ready* reports, please see our response to #10 Customization and Enhancements, beginning on page 48.

Progress Monitoring

i-Ready Inform

i-Ready Inform—the heart of *i-Ready Assessment*—is designed to be administered three times throughout the school year. Once students have completed more than one *Inform* assessment, educators can use the i-Ready Inform Growth report to learn more.

The i-Ready Inform Growth report (K–12) compares mathematics scores over time (overall and by domain) and shows the scale score for each *i-Ready Inform*. This report is available after students have taken *i-Ready Inform* more than one time. Figure 12 provides an excerpt of the i-Ready Inform Growth report at the student level.

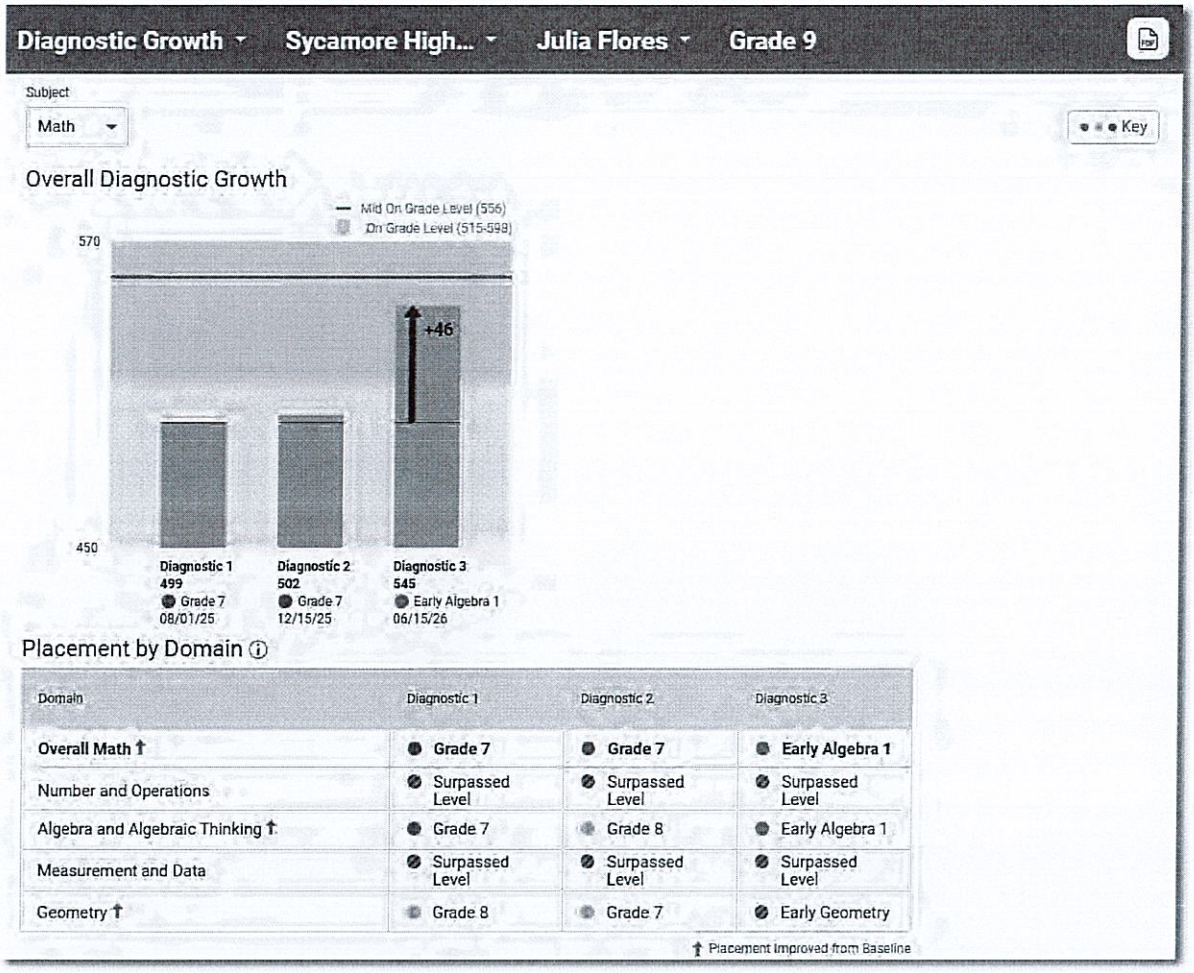


Figure 12. An option for evaluating the growth of a student in grades 9–12 is to examine students' grade-level placements at the beginning of the year and then again later in the year after a subsequent administration of *i-Ready Inform* in the i-Ready Inform Growth report.

5. **Integration Services:** Seamless integration with WPS's Student Information System (SIS), Google Classroom, and other edtech tools.

i-Ready supports the SAML 2.0 protocol. This provides optimum control over logins and permissions through its support of the most common security protocols used by identity providers. Google provides an SSO method utilizing SAML; therefore, Google authentication can be set up through the district. Upon set-up, the district will need to collaborate with the Curriculum Associates IT team to ensure the authentication is set up properly, with the district's needs in mind.

For additional information, please see *i-Ready* Support for Single Sign-On, provided on *Success Central*: https://cdn.i-Ready.com/instruction/content/system-check/i-Ready_Support_for_SSO.pdf.

Curriculum Associates can provide daily automated student data exports to a district specific folder on their SFTP site, that the City can import into its data systems. *i-Ready* data may be exported as CSV files and then saved to Excel or other CSV-compatible applications for external analyses.

Authorized District users can also run a data export that includes available student information. This feature allows educators to export *i-Ready* assessment and instruction data for each student in their account. The export is generated in a CSV file type, which can then be used in part or whole as an import to other CSV-compatible systems.

School and district administrators also have the option to manually pull standard export files as needed within the *i-Ready* platform. When logged into *i-Ready*, administrators can access exports by clicking on the reports tab in the user interface.

6. **Implementation and Project Management:** Dedicated project manager to oversee setup, configuration, and rollout, including data import from existing assessments.

i-Ready Partners

In tandem with our dedication to designing and developing high-quality programs that drive measurable student achievement, what truly differentiates us is our commitment to being the best service provider in the publishing industry.

Beginning with the first contact with Curriculum Associates through setting up and implementing the program, our staff will be here to ensure success. Waterbury will be served by *i-Ready Partners*, a connected and experienced group of professionals focused on meeting the needs of educators, students, and communities. *i-Ready Partners* offers:

- **A Partner Success Manager You Know on a First Name Basis**: A dedicated Partner Success Manager collaborates with you to create and execute a tailored implementation plan, ensuring you maximize the value of our products. Serving as your primary liaison, they connect you to a robust network of experts wholly committed to driving the success of your implementation.

- **Consultative Professional Learning Program Planning**: Tailored professional learning pathways address the specific needs of your educators including facilitated sessions and Online Educator Learning resources to move teachers and leaders along the continuum from product to practice.
- **Guidance on Education Trends and Implications**: Consultation from our experienced Educational Consultants in group settings as well as individual consultation with your district ensures you stay up to date and are prepared to implement education best practices.
- **Real-Time Achievement Data After Every Assessment**: Get detailed student performance and growth analysis at key points in the implementation—and on an ongoing basis—to empower data-driven practices in classrooms.
- **Technical Support and Health Checks**: Proactive support anticipates and heads off issues before they start, promptly addresses your concerns, and delivers clear answers to your questions.

i-Ready Partners provide award-winning service that is designed to help your District succeed (Figure 13).

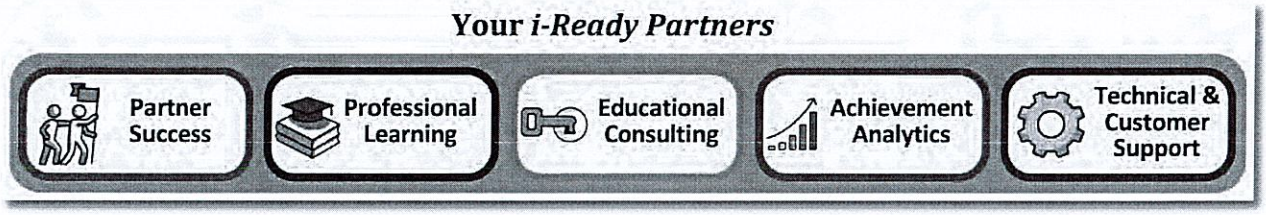


Figure 13. Each *i-Ready Partner* will have a different role to play in a successful implementation, working alongside you every step of the way to help drive the greatest impact.

For this important mathematics initiative, we will appoint **Danielle Collins** as Partner Success Manager. Danielle will be the dedicated contact person and will oversee *i-Ready* set up, configuration, and will be available as a partner to Waterbury during the entire implementation. She will be supported by professional learning, educational consultants, customer service, and technical support teams.

Our *i-Ready Partners*, included with the license fee for Waterbury, represents a substantial value add to the District during the length of the contract term. *i-Ready Partners* provide award-winning service and support, dedicated team members, and our unwavering commitment to advancing learning.

With Curriculum Associates, Waterbury educators and administrators will have a partner who understands that real change and student growth that move the needle on achievement do not happen through magic. It takes carefully planned hard work, day after day. Our team becomes your partner in that work, doing our part to help your educators, and in turn your students, succeed.

For additional details, please see our response to c. Personnel Listing, in chapter 2. Experience, Expertise and Capabilities (page 10); we also include biographies for *i-Ready Parters* team members in section a. Qualifications, in chapter 3. Statement of Qualifications and Work Plan (page 12).

7. **Training and Professional Development:** Initial on-site or virtual training sessions for administrators, teachers, and IT staff (up to 50 at Crosby and 50 at Kennedy); ongoing webinars, resources, and a train-the-trainer program.

Curriculum Associates offers on-site or virtual professional learning for teachers and administrators, plus ongoing training and support resources.[4] Sustained in-person or virtual courses drive educator engagement with a partner there to work alongside educators as they move along the continuum from product to practice (Figure 14). *i-Ready Partners* work alongside you to understand local needs, outlining pathways to measurable and visible growth as goals change, product enhancements launch, and new educators onboard.

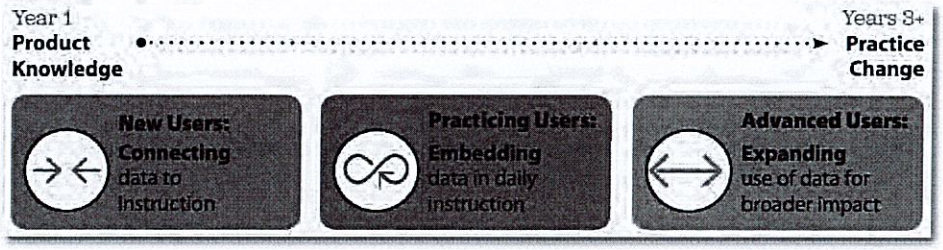


Figure 14. Our professional learning is designed to grow along with your implementation, meeting your learning needs and interests at each phase of development: New, Practicing, and Advanced. Our core courses address a set of common learning outcomes, while our Tailored Support courses target your specific needs.

We offer a system of support to meet in-the-moment needs throughout the year to drive student growth. This includes:

- **Leader Support**: Leaders are an essential component of a strong *i-Ready* implementation, and building their capacity is part of our plan. We offer leader support through focused courses as well as ongoing consultations via Tailored Support courses. Our specialized tools for data analysis, learning walks, and feedback discussions enable leaders to better manage their implementations to success.
- **Teacher Support**: Led by expert former educators, our live courses use active, hands-on learning and engagement with data to build practical knowledge and pedagogical change.
- **Additional Resources**: On-demand, engaging Online Educator Learning courses complement *i-Ready* professional learning courses by reinforcing key concepts. Gain access to the *Success Central* support website, filled with a wealth of resources for teachers, coaches, and leaders. Further, Collaborative Learning Extensions are designed to help you explore key steps and strategies to facilitate collaborative meetings with colleagues. For more details, see our discussion beginning on page 44.

[4] As *i-Ready* is a fully web-based, vendor-hosted, SaaS application, we do not offer training specifically for IT staff, though they can attend sessions as needed. The system is maintained by Curriculum Associates. Coordinating with our team on integration/rostering and other tasks is minimal, and there is no required maintenance for the district. All updates and upgrades are pushed from our centrally hosted, secure servers to the application.

While our standard and recommended approach for supporting new *i-Ready* implementations is direct-to-staff (all educators, including District trainers, being directly trained by our Professional Learning team) site-based professional learning, we note the mention of a train-the-trainer program in the RFP. If this is required, we can work with the City to develop an approach for professional learning that combines developing district-wide and site-specific capacity to support *i-Ready* for mathematics while ensuring that coaches, leaders, and teachers benefit from the deep experience of our Professional Learning Specialists in supporting new *i-Ready* implementations.

Flexible Professional Learning Courses for Waterbury Public Schools

In Table 7, reviewers will find a description of the **New Users** courses proposed for the District. Courses can flexibly be split into multiple sessions to meet your needs. Our professional learning can be delivered onsite or remotely and is purposefully designed to help move educators along the path to success throughout the implementation with *i-Ready*. We will work with the City to determine the best professional learning based on their local situation; the plan we present here is an example.

Table 7. *i-Ready* Courses for New Users: Laying the Foundation
For Leaders
Course: Starting Strong with *i-Ready* for Leaders
Leaders develop an understanding of *i-Ready*, plan for the use of data to support strategic decision making and prepare for a successful *i-Ready Inform* administration. (This course is offered before the first *i-Ready Inform*.)
For Teachers
Course: Starting Strong with *i-Ready*
Understanding *i-Ready* and the valuable data obtained from *i-Ready Inform* is an integral first step to building a classroom data culture with students. In Starting Strong with *i-Ready*, teachers learn what *i-Ready* is, how to use data to drive instruction, and how to administer *i-Ready Inform* for reliable student data. As time permits, teachers may learn more about the growth model and/or further explore engaging students in the baseline *i-Ready Inform* through data chats or getting students started with *i-Ready Personalized Instruction*. (This course is offered before the first *i-Ready Inform*.)
Course: Using Data to Plan Instruction
In Using Data to Plan Instruction, educators practice effective data practices to analyze their own students' data from the first *i-Ready Inform*. Knowing the questions to ask and how to find the answers in the data and reports allows educators to make instructional decisions and informs their own goals and the goals they set with students. Utilizing a data analysis and planning process, educators uncover new insights and information about student performance to build on strengths and plan instructional scaffolds within their upcoming instruction to maximize student access to grade-level content. (This course is offered after the first *i-Ready Inform*.)
Course: Understanding and Responding to Student Growth
Teachers analyze student growth data after the second *i-Ready Inform* and plan action steps to address identified instructional priorities to support students that could benefit from additional support to promote growth. As time permits, teachers explore critical steps for monitoring and managing *Personalized Instruction*, and/or how to engage students through data chats and tracking their own data. With additional time, or as needed, teachers plan and prepare for the spring *i-Ready Inform*. (This course is offered after the second *i-Ready Inform*.)

The professional learning course for leaders is centrally delivered and lasts up to three hours. This course may be purchased à la carte or is included with the purchase of our recommended professional learning teacher package for three or more implementing schools.

The professional learning courses for teachers are delivered at their school site with a recommended length of three hours per course, but we will work within the flexibility of up to six hours (maximum of 30 participants at each session).

Our pricing includes course development and any handouts, plus our Professional Learning Specialist's time, travel, and lodging. Please see 4. Cost Schedule. Waterbury Public Schools will provide and host the training location/facility, coordinate all participant time, and provide required equipment (e.g., computers with internet access).

Professional Learning in Future Years

In subsequent years of implementation, the needs of teachers and leaders become more complex as they move from basic product knowledge to focus more on impactful changes in teaching practices. To meet those needs, we also offer a **Practicing Users** and **Advanced Users** professional learning curriculum for succeeding years of implementation. While these curriculums are designed to be consecutive, the exact sequence of courses is often dependent upon each school's specific needs. Some schools may be at the Practicing level for multiple years as they grow in their professional practice, while other schools may be ready for our Advanced curriculum sooner. In subsequent years, we will work with Waterbury Public Schools to determine the best path to meet the needs of educators and students.

24/7 Training and Implementation Resources

As a complement to the live professional learning courses, Curriculum Associates offers several 24/7, online resources for *i-Ready* users, including *Success Central*, Collaborative Learning Extensions (CLEs), Online Educator Learning (OEL).

Success Central

Waterbury Public School educators will have access to curated resources on a single platform with our support website, *Success Central*. This free site dynamically provides implementation guidance, reference sheets, best-practice tips, how-to guides, recorded webinars, videos, planning tools, and more based on the user's role, product license, and state. For additional details about *Success Central*, please see our response to #12 Documentation and Resources, beginning on page 54.

Collaborative Learning Extensions

Collaborative Learning Extensions (CLEs) are designed to help educators explore key steps and strategies in professional learning communities, grade-level or team meetings, or other collaborative settings. The CLEs include all necessary resources for educators—including leaders, coaches, or teachers— to facilitate collaborative meetings with colleagues.

Online Educator Learning

The Online Educator Learning (OEL) platform is designed to empower teachers with timely, personalized professional learning. Educators benefit from a home page that provides smart course recommendations, allows them to see a record of their in-person learning alongside their digital/asynchronous learning, and features clearly sequenced learning paths to support educators on their learning journey throughout the school year. School and district administrators can recommend or assign digital courses to their staff, supporting implementation-wide engagement with digital learning throughout the year.

These courses—which are built using best practices for adult learning—ask educators to think critically about how they use *i-Ready* to inform instruction. OEL courses are accessible online at any time; 15–45 minutes long; interactive and engaging, with videos, animations, and activities; and focused on giving educators specific next steps to apply what they have learned.

The platform is pictured in the figure below.

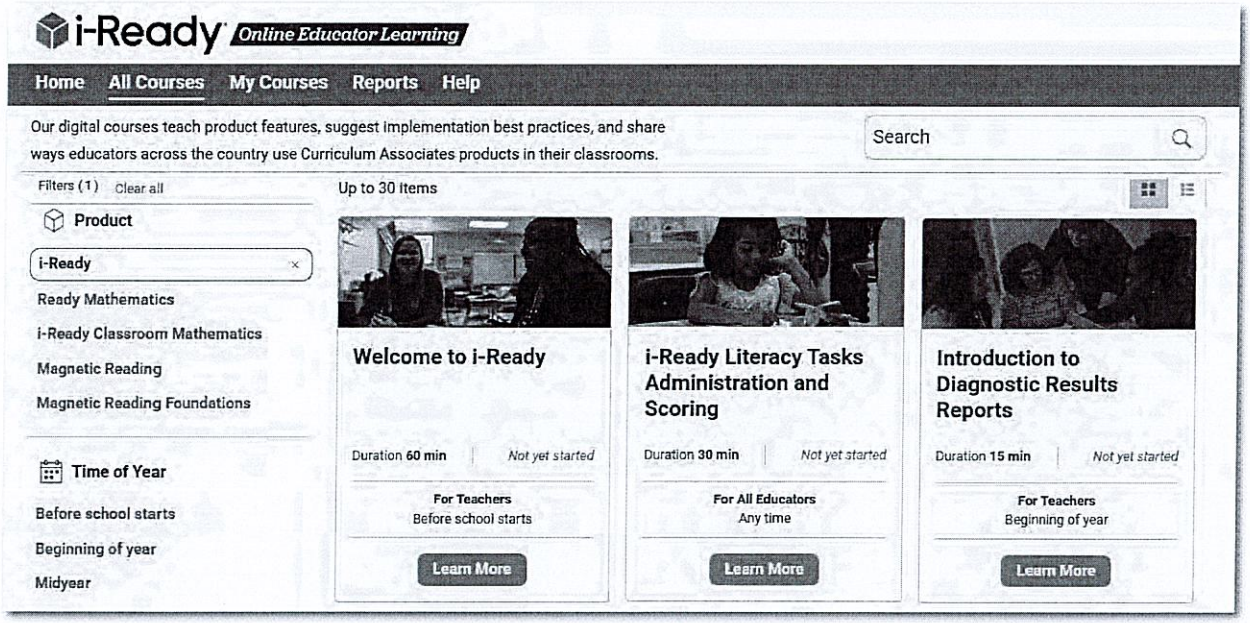


Figure 15. Online Educator Learning provides access to digital professional learning resources, including the Educator Prep Series.

8. **Technical Support and Maintenance:** 24/7 help desk support via phone, email, and chat; regular software updates, bug fixes, and feature enhancements included in the subscription.

Technical Support

To ensure a high level of service for our clients, Curriculum Associates offers full-time, U.S.-based, non-outsourced Technical Support and Customer Service teams. The cost of support is included in the licensing fee, and unlimited access is provided throughout the life of a contract. Both teams have Spanish-speaking specialists.

- **Technical Support:** Our Technical Support team provides live support specific to technical issues. Via phone and email, this one-on-one live support is available Monday through Friday, 7:00 a.m.–9:00 p.m. Eastern Time (excluding holidays). Inquiries received outside business hours receive priority attention the next business day.
- **Customer Service**: Our Customer Service team provides a range of direct support to users. Customer Service is available Monday through Thursday, 8:30 a.m.–6:00 p.m. Eastern Time, and Friday, 8:30 a.m.–5:00 p.m. Eastern Time (excluding holidays). Calls to Customer Service are answered immediately during business hours—directly by a person, not an automated system.

We track all customer inquiries using our Customer Relationship Management (CRM) system and employ a tiered escalation process to ensure any client challenges are resolved as quickly as possible.

Our Support page at https://www.curriculumassociates.com/support provides contact information for the Technical Support and Customer Service teams, along with a range of self-support resources: FAQs, videos, printable resources, planning tools, and more.

Maintenance

We are continually working to develop program features that enhance the overall user experience of students, parents, teachers, and administrators. We roll major updates, upgrades, and enhancements into new releases, which we deploy periodically throughout the year. As *i-Ready* is a web-based solution, no maintenance is required of districts; all upgrades are pushed from our centrally hosted, secure servers directly to the application.

Feature releases occur approximately every eight weeks. On average, we then have four or five software patches/updates between these feature releases. It should be noted that these patches are generally small in scope and usually targeted to a small enhancement versus a major bug fix.

Our goal is to minimize any downtime for users. We conduct releases off-hours to minimize the impact, and there are no periodic changes for districts that will impact system availability.

We alert customers of upcoming upgrades on the *i-Ready* site banner 1–2 weeks prior to a release. Unplanned events are also communicated on the banner, as well as on our system check page at https://cdn.i-Ready.com/systemcheck.

Educators can visit the *i-Ready* Always Improving webpage for featured improvements (https://www.curriculumassociates.com/programs/features). The webpage also includes a link to the Release Roundup page that captures updates from the most recent release. Customers can subscribe to this page (Figure 16). Users are also notified in *i-Ready Connect* via the Announcement Center. Additionally, your Partner Success Manager, Danielle Collins, will answer any questions users may have.

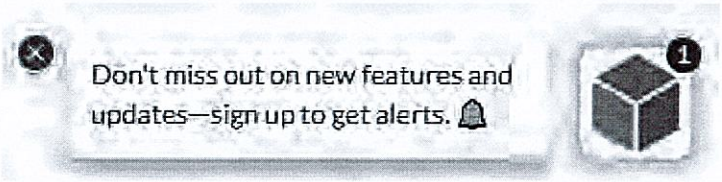


Figure 16. Customers will see this option at the bottom right corner of the Always Improving and Release Roundup pages. Once signed up to get alerts, customers will receive an email when the webpage is updated.

All program maintenance, updates, and upgrades are included at no additional cost for the license term.

9. **Data Security and Compliance:** Ensure all data handling complies with FERPA, COPPA, and state privacy laws; provide annual security audits and breach notification protocols.

Data Security and Compliance

As previously mentioned, Curriculum Associates adheres to strict standards for student data security and accessibility, including the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). All employees with access to student data are required to complete FERPA training, and we maintain a detailed security plan, an overview of which can be found here: https://www.curriculumassociates.com/support/privacy-and-policies/i-ready-data-handling-privacy.

Since our products are used by students under the age of 13, we must comply with COPPA. We only use data collected from students for educational purposes, and thus schools are permitted to act as agents of their students and can consent under COPPA to the collection of students' data on parents' behalf. See Section N of the FTC guidance on COPPA: https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions-0.

Our data integration process is FERPA-compliant and never shares student data with unauthorized outside parties. Additionally, Curriculum Associates has signed the Future of Privacy Forum and the Software & Information Industry Association Student Privacy Pledge to safeguard student privacy (http://studentprivacypledge.org/privacy-pledge). The pledge outlines commitments regarding collection, maintenance, and use of student personal information.

Industry Best Practices

i-Ready adheres to an extremely high degree of data security in its operations and data management. We follow specific procedures to maintain secure and reliable data for our customers and to protect against unauthorized access and use. All staff, teacher, and student logins require valid credentials.

All data transfers are conducted using a secure Internet protocol (SSL and https). Continuous maintenance plans are in place to keep all servers optimized.

Online servers are connected to the Internet by one of the most redundant networks in the industry. Additionally, we follow specific procedures to maintain secure and reliable data for our customers.

- Teachers, administrators, and students are timed out after 30 minutes of no activity.
- Our servers are protected by one of the best Service Level Agreements (SLA) in the industry.
- Our data hosting facility does not allow any physical access to the server area by non-authorized outside visitors at any time.
- Data traffic is continuously monitored for malicious activity.

Annual Security Audits

On a weekly (and as-needed) basis, we conduct regular internal monitoring, and vulnerability testing using a third-party assessment tool to validate our environments.

We contract with a third-party to conduct annual security audits, which include penetration testing of the *i-Ready* application. Curriculum Associates reviews the third-party audit findings and implements recommended security program changes and enhancements where practical and appropriate. Due to differing contract requirements, the security audit is conducted against various standards, including IOS-27001/2, NIST SP 800, and the industry-standard Cloud Controls Matrix.

Curriculum Associates will make the SOC 2 Type II report available to customers after the district signs a non-disclosure agreement (NDA).

Breach Notification

Curriculum Associates follows documented "Security Incident Management" procedures when investigating any potential security incident. In the event of a data security breach, Curriculum Associates will notify impacted customers that a breach has occurred as promptly as possible and will inform them (to the extent known) what data has been compromised. We expect customers to notify individual teachers and parents of any such breach to the extent required, but we will provide customers reasonably requested assistance with such notifications and will also reimburse customers for the reasonable costs associated with legally required breach notices.

10. **Customization and Enhancements:** Options for limited customizations, such as branded interfaces or tailored content modules, with associated fees detailed in pricing.

i-Ready includes a few options for customization, at no additional cost. (To maintain a strong focus on validity and reliability, we typically do not adjust the product based on individual implementations. We do, however, welcome feedback for consideration in our product roadmap planning.)

i-Ready Assessment

For *i-Ready Assessment*, we offer report filters to support the disaggregation of data in multiple ways, including sorting and filtering by student performance, student groups, and student demographics.

Student Performance: Several reports in *i-Ready* disaggregate data by performance, including:

- The i-Ready Inform Results report for a school or district disaggregates students into tiers based on their most recent performance on *i-Ready Inform* assessment, with recommendations for further instruction based on student placements in each domain.
- The i-Ready Inform Growth report for a school or district allows for disaggregation of student data based on student performance on the initial *i-Ready Inform*, to help administrators understand progress to growth measures for students who started the year at different placement levels.
- Exports at the school or district levels also often support disaggregation using Excel or similar software.

Student Groups: Many reports at the school or district levels allow filtering to show results by various groups, such as by school, grade, class, or report group.

Student Demographics: Many reports at the school or district level allow filtering for a variety of demographic factors.

To gain insight into the performance of different student populations, school and district administrators can use demographic data filters on the i-Ready Inform Results report, i-Ready Inform Growth report, and Personalized Instruction Summary report. This is possible if the District provides student demographic information when setting up the *i-Ready* account.

This feature allows administrators to view results for specific demographic groups, compare student performance across demographic groups, and align their data analysis to the reporting requirements of Every Student Succeeds Act (ESSA). To view demographic groups, the setting for Demographic Filters must be enabled.

A sample of the filters available are shown in Figure 17.

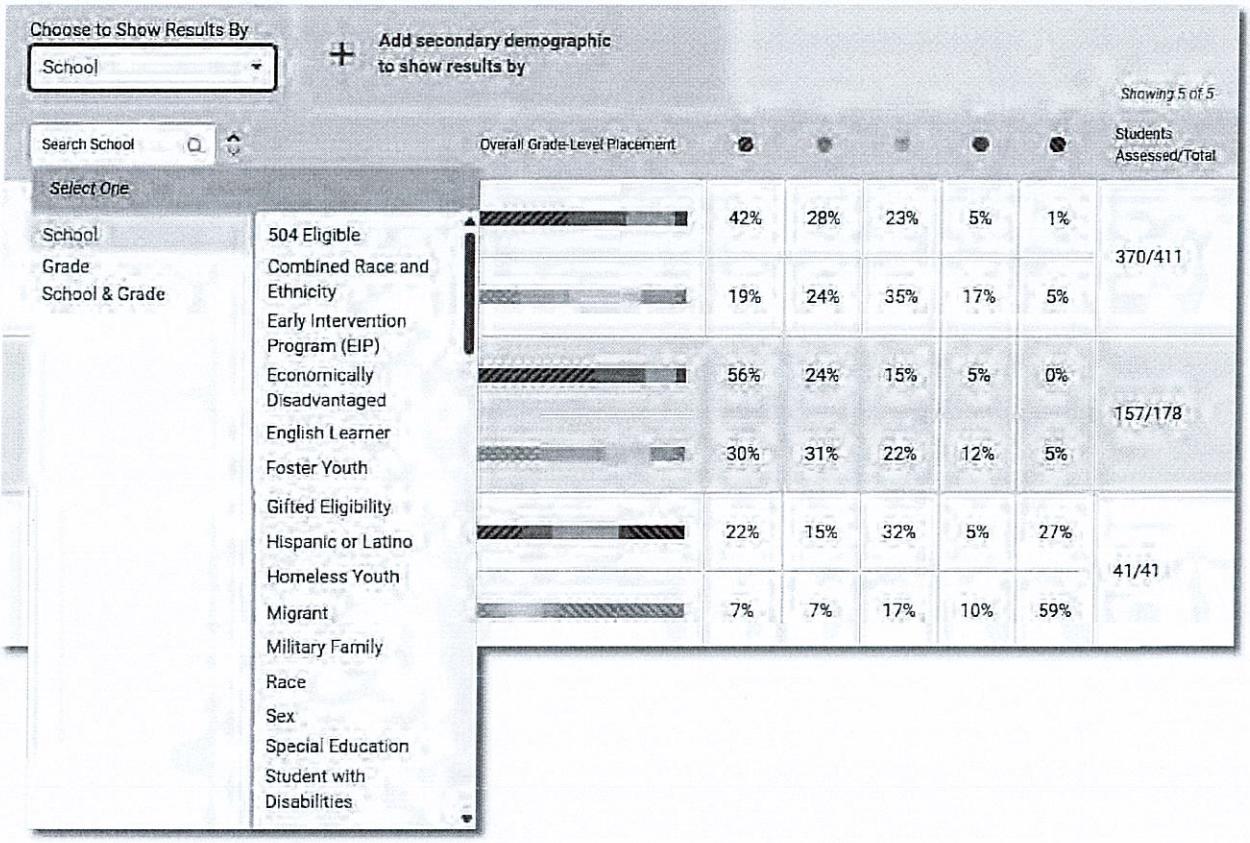
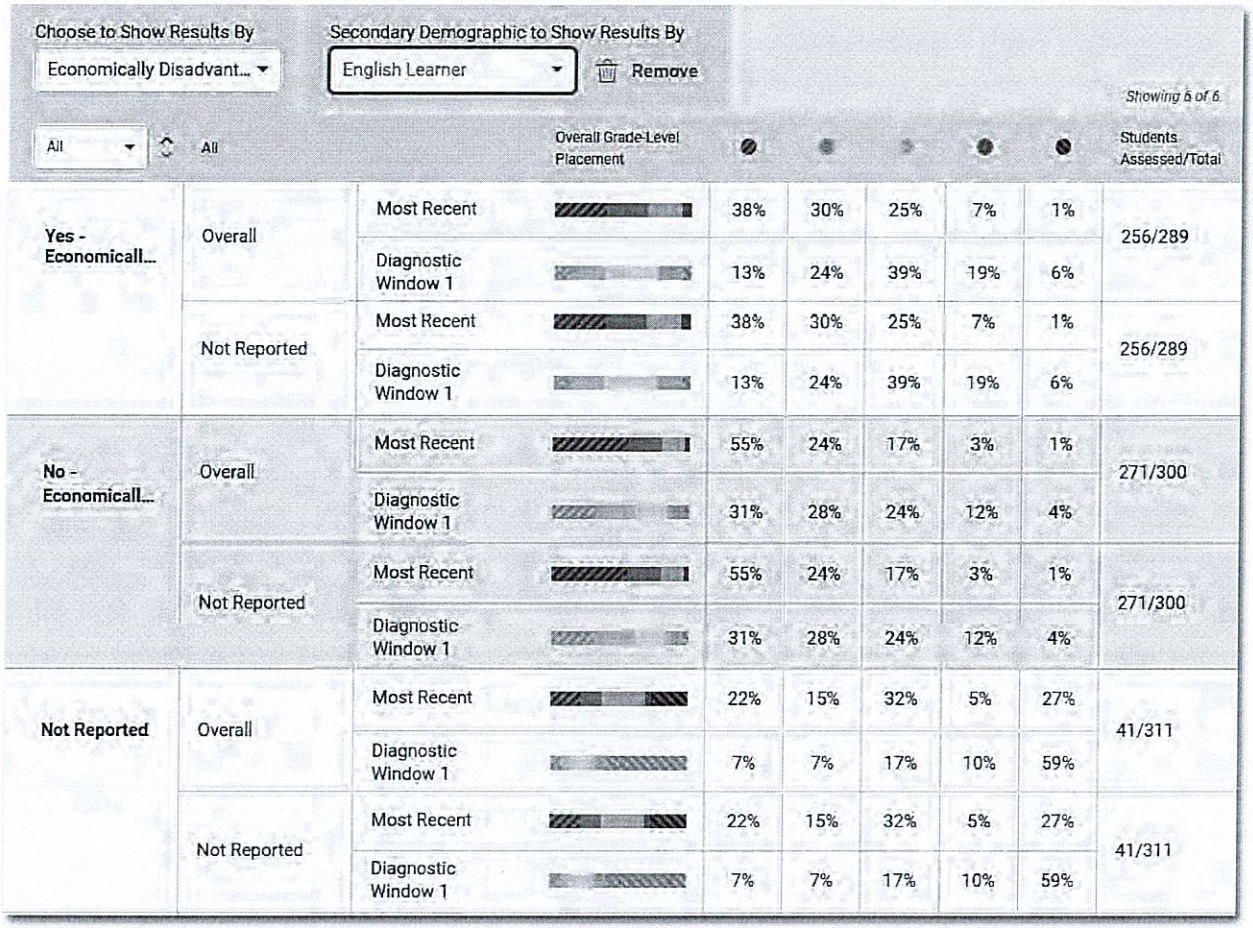


Figure 17. School and district administrators can use Demographic Filters to select and see results by demographic subgroup, as illustrated in this excerpt from an i-Ready Inform Results (School) report.

Additionally, administrators may choose to further filter data by adding a secondary demographic filter as shown in Figure 18.



Yes - Economicall...	Overall	Most Recent	38%	30%	25%	7%	1%	256/289
		Diagnostic Window 1	13%	24%	39%	19%	6%	
	Not Reported	Most Recent	38%	30%	25%	7%	1%	256/289
		Diagnostic Window 1	13%	24%	39%	19%	6%	
No - Economicall...	Overall	Most Recent	55%	24%	17%	3%	1%	271/300
		Diagnostic Window 1	31%	28%	24%	12%	4%	
	Not Reported	Most Recent	55%	24%	17%	3%	1%	271/300
		Diagnostic Window 1	31%	28%	24%	12%	4%	
Not Reported	Overall	Most Recent	22%	15%	32%	5%	27%	41/311
		Diagnostic Window 1	7%	7%	17%	10%	59%	
	Not Reported	Most Recent	22%	15%	32%	5%	27%	41/311
		Diagnostic Window 1	7%	7%	17%	10%	59%	

Figure 18. Administrators can use the "add secondary demographic" button on the report to further filter results as shown in this example of an i-Ready Inform Results (School) report that filters students first by economically disadvantaged status, and then by their English Learner status (if reported).

In addition to viewing demographic data in *i-Ready* reports, authorized users can run a data export that includes available demographic information. Including this data in the export makes it easy for administrators to create Excel tables showing *i-Ready* performance statistics by different student populations in the District. For example, educators can compare how their English Learner population is performing in reading or mathematics versus their general education population, or review whether students are making adequate gains by sex and socioeconomic status.

i-Ready Personalized Instruction

Through *i-Ready Personalized Instruction*, mathematics content is always tailored to each student's needs based on their results of *i-Ready Inform*. Once each student completes an *i-Ready Inform* assessment, *i-Ready* automatically builds a customized lesson path of online lessons—shown in My Path in the student dashboard—based on assessment performance.

To further tailor content, teachers may adjust a student's position within the recommended sequence of lessons and add Teacher-Assigned Lessons that align with in-class initiatives. This gives teachers the autonomy to decide which instruction is best suited for each student. Common uses of Teacher-Assigned Lessons are to provide reteaching and skills practice after teacher-led instruction, provide access to grade-level instruction through lessons that scaffold core concepts, and support acceleration for students who are ready for more challenge.

An example of the student dashboard with My Path and Teacher Assigned Lessons is provided in Figure 19.

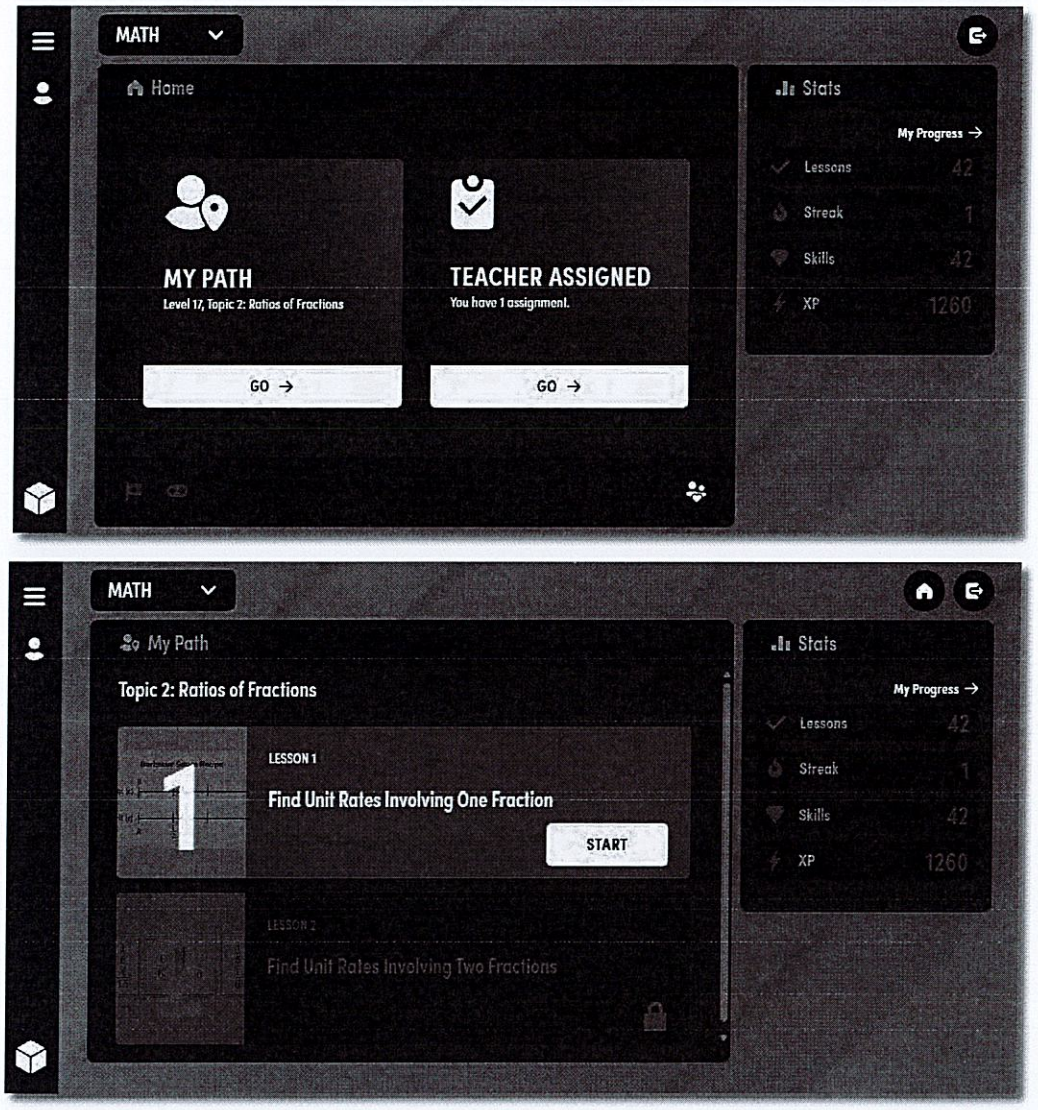


Figure 19. *i-Ready's* user-friendly student dashboard displays automatically assigned "My Path" lessons in the student's queue, alongside Teacher Assigned lessons (top image). Students can click on either lesson type tile to get visibility into upcoming lessons (bottom image).

Customization and Autonomy

Research shows that students who experience autonomy are more likely to show strong behavioral and cognitive engagement. So, in the *i-Ready Pro* student dashboard, students can customize their experience to their liking.

An example of the customization options available for grades 6+ are shown in the Figure, following.



Figure 20. By clicking on the student's icon in the left side menu of their dashboard, they can access the Customize menu. There, they can select a profile icon and color mode (dark mode or light mode).

There is no additional fee with these options. Also, as noted under #8, all program updates and upgrades (enhancements) are included at no additional cost for the license term.

> **"It's easy to navigate your way through the website. The kids love the program and how interactive it is, and I love that the lessons are tailored to the students' strengths and needs."**
> **—*i-Ready* Educator**

11. **User Acceptance Testing (UAT):** Facilitate UAT phases with WPS staff to verify functionality before full deployment.

As a current customer, Waterbury Public School uses *i-Ready* for reading as a literacy intervention at the high school level, and is familiar with program functionality.

Curriculum Associates will coordinate with WPS to conduct User Acceptance Testing (UAT), as stated in the RFP. The data coming into *i-Ready* is separate from the data going back to the district, so testing may be conducted separately:

- The district to *i-Ready*: We can conduct various amounts of testing with the district and our provisioning system to ensure the format and performance is acceptable. Our team has considerable experience conducting this type of testing, so we expect this process to be straightforward.
- *i-Ready* to the District: We can run various reports as we would in production, prior to actually going live and conducting acceptance testing with the district.

We will perform the user acceptance testing work for WPS with the same efficacy we have demonstrated with *i-Ready* customers in districts across the country. For a firsthand report of customer satisfaction with our *i-Ready* implementations, reviewers can contact our references listed in Chapter 2. b, page 7.

12. **Documentation and Resources:** Comprehensive user manuals, online knowledge base, and video tutorials for end-users.

i-Ready was built by educators, for educators. The program includes point-of-use guidance, plus extensive online resources available to teachers and leaders 24/7.

Point-of-Use Guidance

While working in the *i-Ready* platform, educators have multiple ways to get help and learn more.

Help System

Teachers can click on the question mark (?) in the lower right-hand corner of the screen for immediate access to additional information about that page, including walkthroughs frequently asked questions, and more. See an example in Figure 21.

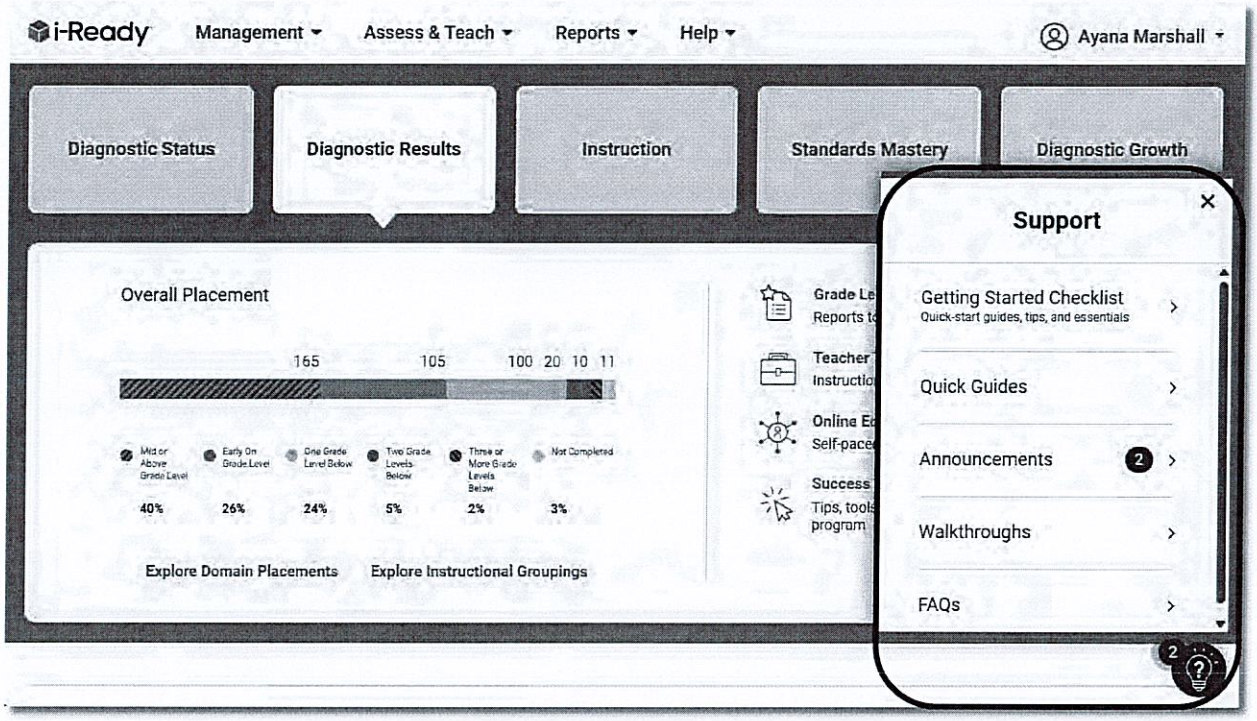
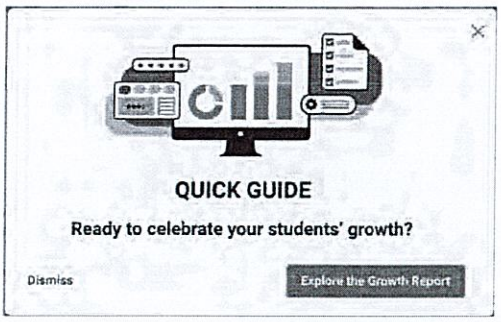


Figure 21. The help topics that display via the question mark icon are related to the *i-Ready* screen that is currently displayed. In this example, information and FAQs are related to i-Ready Inform Results.

Quick Guides

We have developed Quick Guides as embedded professional learning to leverage platform data and personalize a teacher's point-of-use experience. Quick Guides appear to new *i-Ready* educators at key points throughout the academic year to help them use data and understand their students' growth[5]. Quick Guides provide:

- Targeted learning goals relevant to the time of year
- Point-of-use support by addressing data questions that are top-of-mind and guiding them to answers via guided questions and walkthroughs
- An opportunity to provide feedback



See an example in Figure 22.

[5] Experienced *i-Ready* educators can access the Quick Guide by clicking on the question mark (?) in the lower right-hand corner of the screen. From there, educators can see both FAQs and Quick Guides.

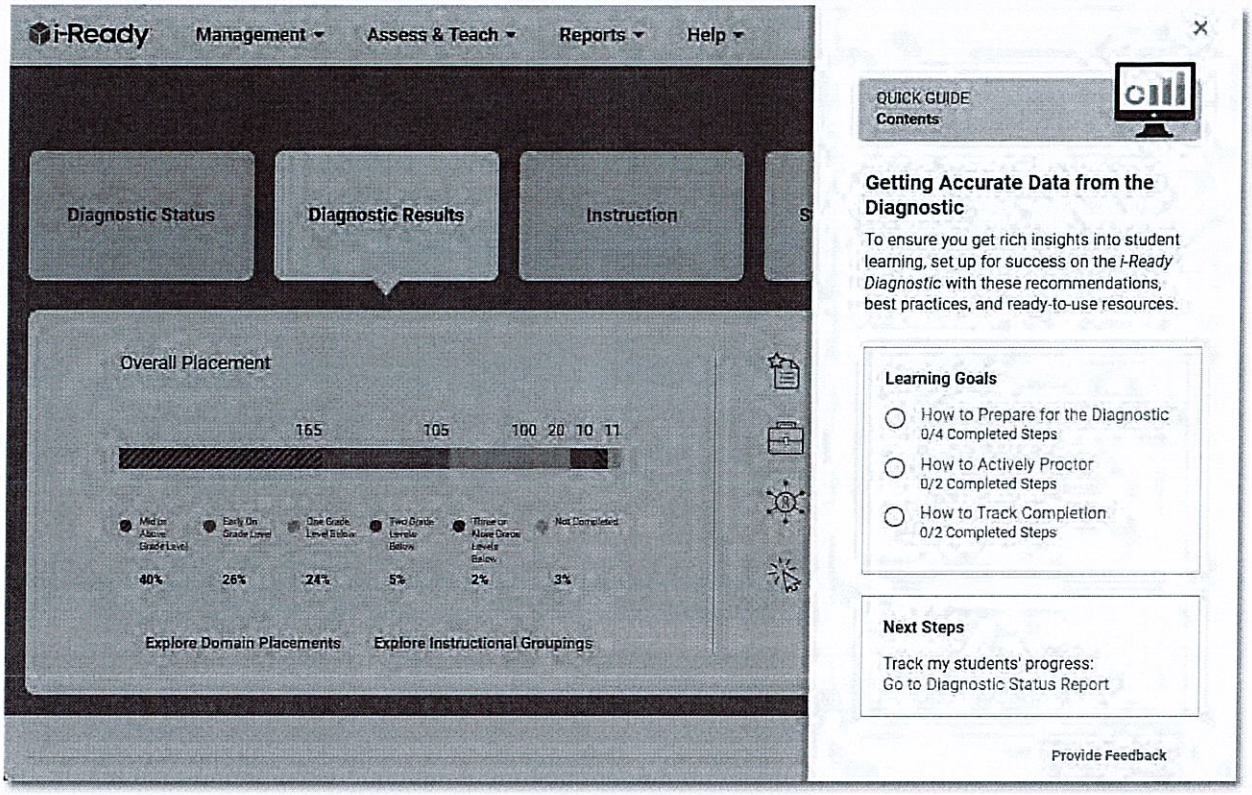


Figure 22. With Quick Guides, teachers have personalized support at point-of-use as shown in this example on the i-Ready Inform Results dashboard page.

Success Central

Waterbury Public School educators will have access to curated resources on a single platform with our support website, *Success Central*. This free site dynamically provides implementation guidance, reference sheets, best-practice tips, how-to guides, recorded webinars, videos, planning tools, and more based on the user's role, product license, and state. The platform is carefully curated to help the novice get just what they need in the moment or the expert dive deeply into the many facets of *i-Ready*.

Educators can easily access *Success Central* by logging into the *i-Ready Connect* platform, then either clicking on "*Success Central*" on their Teacher Dashboard or clicking on the Help menu.

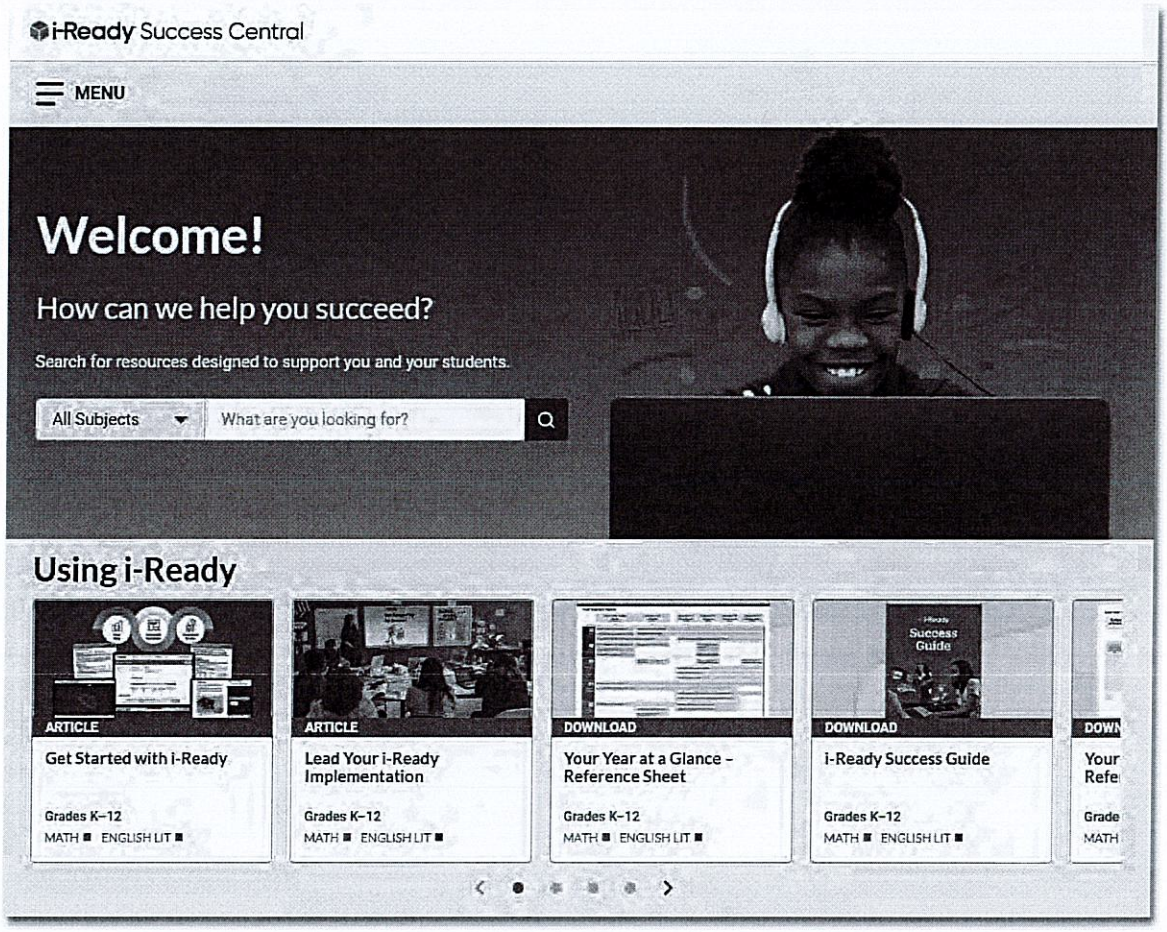


Figure 23. *Success Central* offers many helpful resources and recommends helpful places to start, like the *Success Guide*.

i-Ready Success Guide

Provided in a downloadable and printable PDF format, the *i-Ready Success Guide* (for teachers and administrators) provides important information to help educators effectively use *i-Ready*. Accessible from *Success Central*, the Guide contains helpful user instructions, including:

- A program overview and must-haves for successful implementation
- Checklists for administering *i-Ready Inform* and analyzing results
- How-to guidance for the most common actions in *i-Ready*, accompanied with screen shots
- Guidance for navigating reports in *i-Ready*
- Description of the differentiated growth measures included in *i-Ready* reports
- A sample implementation calendar
- Tips for engaging educators in promoting a school-wide data-driven culture

13. **Performance Metrics and Reviews:** Quarterly performance reviews with WPS to assess usage, effectiveness, and areas for improvement.

Your dedicated Partner Success Manager will hold regular implementation meetings to review usage and effectiveness and discuss areas for improvement. Provided at no additional cost, the Partner Success Manager focuses solely on making the City's implementation successful. They will provide regular status meetings and periodic status reports on an agreed-upon schedule. These reports will provide summary information/dashboards for schedule, cost, quality, risk management, project review, lessons learned, and any other specified topics, such as educator training status.

Danielle Collins, the designated Partner Success Manager for this mathematics intervention initiative, serves as the primary point of contact for contract deliverables. Since your Partner Success Manager will be the District's liaison with Curriculum Associates, they will be available as needed. The Partner Success Manager will ensure effective communications between the District and Curriculum Associates' leadership, project team, and *i-Ready Partners*, who will work directly with the participating schools.

Danielle will coordinate the account setup process, assign the City an experienced specialist who directly facilitates setup, and ensure a streamlined and efficient implementation for staff and administrators. After completing the setup process, your Partner Success Manager will actively support the City by implementing the program, providing training, and managing data. They will collaborate with the District leadership team to develop goals, design custom implementation plans to achieve those goals, monitor accounts regularly, offer ongoing support, and respond to questions from the District's administrators and teachers.

Your Partner Success Manager, working with our Custom Analytics and Reporting team, will also assist the District by analyzing data, coordinating available custom analytics as needed, and leading mid- and end-of-year growth meetings. This support with data analytics aims to help Waterbury Public Schools identify schools that are implementing *i-Ready* with fidelity and achieving their goals, as well as those requiring additional support to succeed.

Please also see our Key Implementation Milestones (page 59) under section c. Services Expected of the City, following.

14. **Exit and Transition Services:** At contract end, provide data export in standard formats and assist with transition to a new provider if needed.

Curriculum Associates can provide a data export file to assist the City in transitioning to a new provider.

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.

Key Implementation Milestones

As a current Curriculum Associates partner using *i-Ready* for reading at the high school level, the City is familiar with *i-Ready* implementation. The following Table covers key milestones in planning, account setup and delivery, and program review/evaluation that will require collaboration with City administrators and educators. Exact dates will be determined after consultation with the City.

Table 8. Key Implementation Milestones

Milestone	What	When	Who
1. Implementation Planning	Determine or solidify District/ school goals, participants, and deliverables to establish accountability measures.	Soon after award	District/school leadership team; Curriculum Associates' *i-Ready Partners*,[6] with Partner Success Manager as key point of contact
2. Account Setup and Delivery	Import all users into *i-Ready* prior to implementation/ deployment.	Immediately after implementation planning	School/District coordinators and data manager; Curriculum Associates' Partner Success Manager
3. Centralized[7] Professional Learning: Starting Strong with *i-Ready*	Leaders establish effective implementation strategies and foundations that unlock *i-Ready's* potential to drive student growth.	To be determined with District	Principals; other site-level leaders, e.g., instructional coaches; District leaders responsible for implementation; Curriculum Associates' Professional Learning Specialist(s)
4. Centralized[7] Professional Learning: Starting Strong with *i-Ready*	Educators learn to understand *i-Ready*'s potential for student growth and plan for a successful first year of implementation.	After account set-up, but prior to first *i-Ready Inform*	Teachers and instructional coaches; Curriculum Associates' Professional Learning Specialist(s); leaders encouraged to attend. Limit of 30 participants.
5. Onsite[7] Professional Learning: Using Data to Plan Instruction	Educators analyze their own *i-Ready* data to create instructional plans that help students access grade-level instruction.	After first *i-Ready Inform*	Teachers and instructional coaches; Curriculum Associates' Professional Learning Specialist(s); leaders encouraged to attend. Limit of 30 participants.
6. Program Review and Evaluation	Review results, evaluate program efficacy, and revisit/revise Professional Learning support plan.	After second and third *i-Ready Inform* assessments	District and school leadership team; Curriculum Associates' *i-Ready Partners*

[6] Dedicated support team, including Partner Success Management, Professional Learning, and Technical Support staff.

[7] Centralized = Participants from multiple sites/schools/buildings attend a session at one central location. Onsite = Participants from one site/school/building attend a session held at that same location.

Assessments and Instruction

Table 9 summarizes the school year's key assessments and ongoing instruction.

Table 9. Key Assessments and Ongoing Instruction			
Element	**What**	**When**	**Who**
***i-Ready Inform* Assessment Administration** 3 times/school year	Pinpoint student strengths and needs to the sub-skill level, with comprehensive reports and resources to inform instructional decision making.	Administer at the beginning of the school year, mid-year, and end of the school year (12–18 weeks between administrations).	Students in grades 9–12, teachers, and assessment administrators
***Personalized Instruction* Individual, Online Lessons**	Based on results from *i-Ready Inform*, *i-Ready* places learners into online, student-driven lessons that are customized to each learner's placement levels that they complete at their own pace.	Lessons are ongoing throughout the school year; we recommend that students aim for 45 minutes of *Personalized Instruction* per week per subject.	Teachers and their high school students performing at grade levels K–8
Teacher-Led Instruction Tools for Instruction	Support student learning with targeted, differentiated instruction delivered in-class by teachers (whole class, small group, or individual).	Ongoing throughout the school year as needed and recommended by included *i-Ready* reports.	Teachers and their students performing at grade levels K–8

Ongoing Support

Curriculum Associates' Partner Success Manager, Daneille Collins, will monitor school *i-Ready* usage throughout the school year to ensure established procedures are being followed and conduct email and phone call check ins.

In addition to embedded support and Professional Learning, with the purchase of *i-Ready Classroom Mathematics* users have access to our robust user-support website, *Success Central.* A valuable supplement to onsite Professional Learning, this website offers on-demand, 24/7 access to best-practice tips, how-to guides, videos, webinars, planning tools, and additional training and implementation resources. Educators can watch videos and webinars and download resources from any device or browser.

We also provide the Educator Prep Series to school and District leaders to help them continue professional learning with teachers throughout the school year. The Series, available via the Online Educator Learning platform, accessed via the *i-Ready* Help tab, is a flexible complement to and extension of our live Professional Learning programs.

Available on demand to help educators extend or refresh their learning, these short modules are interactive vehicles for active learning that ask educators to think critically and deeply about how they are using the program in their classroom. Focus areas include setting and measuring growth goals, using data to plan instruction, differentiating instruction for small groups, and more.

In addition, Collaborative Learning Extensions (CLEs) on *Success Central* support faculty and staff development efforts by prompting reflection and deepening practice between formal Professional Learning sessions. Designed for flexible use within current data and collaboration routines, they can be incorporated into professional learning communities, in-service days, or other staff development opportunities. A CLE includes all necessary resources for educators, including leaders, teachers ,or coaches, to facilitate collaborative meetings with colleagues.

Support Beyond Year One

In subsequent years of implementation, the needs of teachers and leaders become more complex as they move from basic product knowledge to focus more on impactful changes in teaching practices. To meet those needs, we offer a Practicing Users and Advanced Users Professional Learning curriculum for succeeding years of implementation. While these curriculums are designed to be consecutive, the exact sequence of sessions is often dependent upon each school's specific needs. Some schools may be at the Practicing level for multiple years as they grow in their professional practice, while other schools may be ready for our Advanced curriculum sooner. In Year Two and beyond, we work with District and school partners to determine the best path to meet the needs of educators and students.

The support from *i-Ready Partners* and via online resources, as described in the Year One section, continues in every year of the contract.

4. Cost Schedule

As required, Curriculum Associates has completed the required Cost Proposal form, submitted separately per the RFP instructions.

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?

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

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.

Clarifications

Curriculum Associates respectfully requests that the City of Waterbury, Department of Education (the "City") consider the following clarifications in connection with RFP #8649 (the "RFP") and incorporate them into this proposal and any contract resulting from this RFP. For the avoidance of doubt, use and inspection of Curriculum Associates' digital products is subject to the applicable terms of use for such products. We look forward to working collaboratively with the City to find solutions to these areas that are amenable to both parties:

1. SAMPLE CONTRACT, SECTION 3, RESPONSIBILITIES OF THE CONSULTANT (PAGE 3); and SECTION 3.9, CONFIDENTIALITY/FERPA (PAGES 5-6); and SECTION 3.10.3, STUDENT DATA PRIVACY (PAGE 7)
    - Curriculum Associates would like to clarify that "data", "information", "files", "records", "student records", "documents" and Student Data as referenced in this contract exclude De-identified Data, as defined by the Family Educational Rights and Privacy Act (FERPA). Curriculum Associates reserves the perpetual right to use De-identified Data for product development, product functionality and research purposes, as allowed under FERPA.
2. SAMPLE CONTRACT, SECTION 3.10.2, STUDENT DATA PRIVACY (PAGES 6-7); and SECTION 3.10.4, STUDENT DATA PRIVACY (PAGE 7); and SECTION 3.10.7, STUDENT DATA PRIVACY (PAGE 7)
    - Curriculum Associates wishes to clarify that it will return or destroy student data within 30 days of receipt of written request from the City – at termination of the agreement or otherwise, with the exception of backups, which will be deleted automatically over time in accordance with Curriculum Associates' data retention and destruction policies, consistent with industry standards and will provide written confirmation upon request. Curriculum Associates will facilitate requests for removal of individual student data as soon as possible.
3. SAMPLE CONTRACT, SECTION 7, PASSING OF TITLE AND RISK OF LOSS (PAGE 10); and SECTION 13.1.1, TERMINATION OF CONTRACT FOR CAUSE (PAGE 15); and SECTION 13.4, RIGHTS UPON CANCELLATION OR TERMINATION (PAGES 16-17); and SECTION 14, OWNERSHIP OF INSTRUMENTS OF PROFESSIONAL SERVICES (PAGE 18)

- Curriculum Associates wishes to clarify that its proprietary software solutions, related digital products and services, and all intellectual property rights therein, are owned solely and exclusively by Curriculum Associates and, except for the licenses granted explicitly under the contract and materials prepared for the sole benefit of the City under the contract, nothing in this Contract shall grant the City any right, title, or interest in or to the software solution(s) and/or related services or training materials.

4. SAMPLE CONTRACT, SECTION 9, CONSULTANT'S INSURANCE, SUBSECTIONS 9.7-9.8 (PAGE 13)

   - Curriculum Associates wishes to clarify that it will supply replacement/renewal certificates as soon as possible upon policy renewal/replacement upon written request from the City. Curriculum Associates' insurance provider does not provide certificates in advance of policy renewal. Additionally, Curriculum Associates will provide the declaration pages of required insurance policies upon request in lieu of entire policies.

7. Additional Data

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

Curriculum Associates: A Proven Partner

We are proud to have worked with the City of Waterbury for over 10 years, starting our partnership in 2013 with the purchase of *Ready Mathematics.* Our support of effective mathematics education in the City continued with implementation of our core blended program, *i-Ready Classroom Mathematics*. Waterbury Public Schools is now using *i-Ready Classroom Mathematics* across the district in grades K–8. Adding *i-Ready* for mathematics as an intervention for Crosby and Kennedy High Schools would continue our high-quality programs and service in the City.

Curriculum Associates has also partnered with many Connecticut school districts to make classrooms better places for students and educators (Figure 24).

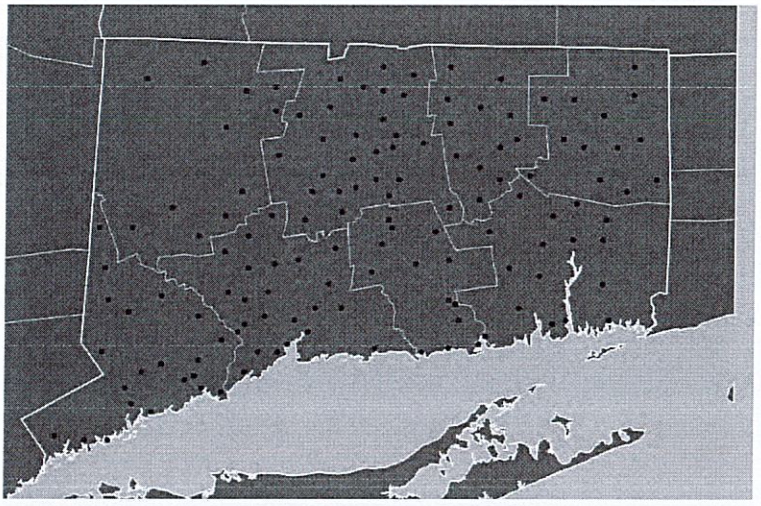


Figure 24. This map of Connecticut highlights the districts that used Curriculum Associates products as of August 2025 (SY 2024–2025).

Following are the number of students and educators using some of our products across the state as of August 2025 (SY 2024–2025).

Students Served in Connecticut

- *i-Ready Inform*: Over 92,700 for reading and 153,000 for mathematics
- *i-Ready Personalized Instruction*: Over 59,400 for reading and 113,900 for mathematics
- *i-Ready Classroom Mathematics*: Over 34,000

Districts/Schools Served in Connecticut

- *i-Ready*: Over 140 districts (585 schools)
- *i-Ready Classroom Mathematics*: 25 districts (140 schools)
- *Teacher Toolbox*: Over 70 districts (312 schools; 8,370 teachers)

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE and NON-COLLUSION STATEMENT

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: 1/6/26 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.

26-3954988
Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Erin Rush
Corporate Officer
(if applicable)

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

Name Erin Rush
By: VP, Adoptions and Proposals
(Title)
Business Address: 153 Rangeway Road, N. Billerica, MA 01862
(City, State, Zip Code)

Phone: 614-721-9573
Email: RFPs@cainc.com
Date: 1/12/2026

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.

List of Appendices

On the following pages, we provide the following additional information as Appendices:

- Appendix A: Demonstration Account Access Information
  - *i-Ready Assessment and Personalized Instruction K–12 Demonstration Account Login Credentials and Navigation Instructions*
- Appendix B: Program Literature
  - Program Overview: *i-Ready Pro* Essential Lessons for Mathematics
- Appendix C. Resumes of Key Personnel
  - Danielle Collins, Partner Success Manager
  - Jason Arnold, Regional Manager, Partner Success
  - Eric Brody, Lead Consultant, Professional Learning
  - Nick Timmins, Manager, Professional Learning
  - Justin Syroka, Director, Professional Learning
  - Lisa Cattaruzza, Educational Sales Consultant
  - Jeff Ohmer, Sales Director—Northeast
  - Sandy Batista, Vice President, Warehouse & Customer Service

Demonstration Account Access:

i-Ready Assessment and Personalized Instruction

Getting Started

The login credentials below provide reviewers access to features and functions available to administrators, teachers, and students in *i-Ready®*.

Three Steps to Log In:

- To get started, go to https://demo.i-ready.com/
- Please enter the following login credentials **EXACTLY** as they appear below:

Demonstration Account Login Credentials (Valid Until 10/1/2026)		
Login Type	**Username**	**Password**
Administrator	DistrictAdmin1_305n	CASample25!
Teacher	t8_305n	CASample25!
Student, Grade K	AdDelgadoGrKS1_305n	CASample25!
Student, Grade 1	SaGrossGr1S1_305n	CASample25!
Student, Grade 2	AiChavezGr2S1_305n	CASample25!
Student, Grade 3	AbMeltonGr3S1_305n	CASample25!
Student, Grade 4	AlKirbyGr4S2_305n	CASample25!
Student, Grade 5	IsChoiGr5S1_305n	CASample25!
Student, Grade 6	AmSanfordGr6S2_305n	CASample25!
Student, Grade 7	AnParkerGr7S2_305n	CASample25!
Student, Grade 8	AnRosaGr8S3_305n	CASample25!

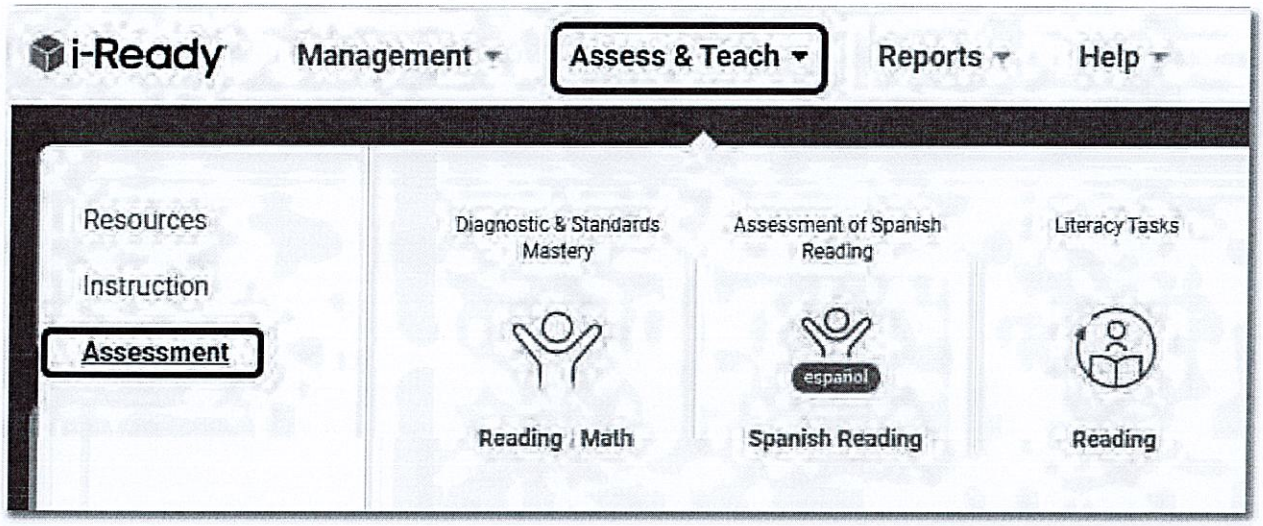
Demonstration Account Login Credentials (Valid Until 10/1/2026)		
Login Type	**Username**	**Password**
High School Administrator	SchoolAdmin21_305n	CASample25!
High School Teacher	t100_305n	CASample25!
Student, Grade 9	AnAlvarezGr9_305n	CASample25!
Student, Grade 10	AvAyersGr10_305n	CASample25!

- Select **Connecticut** as the state in the drop-down menu, then click "Go!".



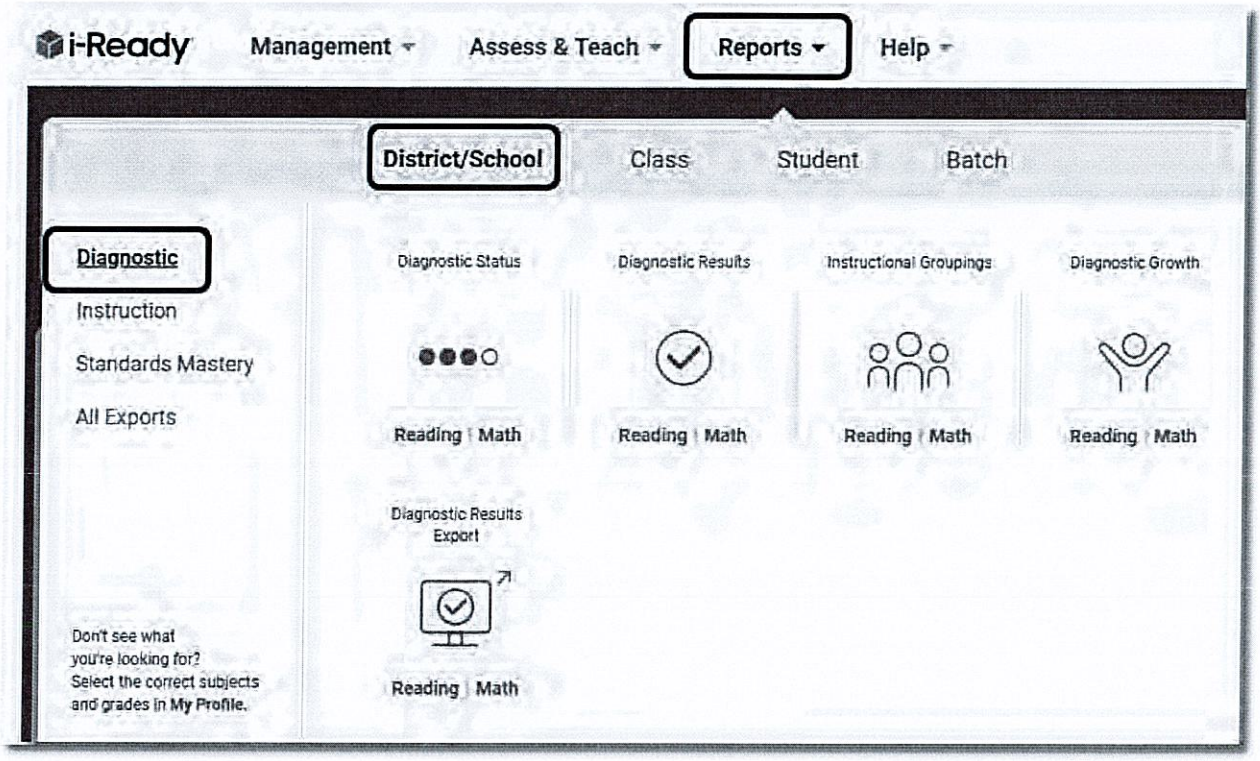
Accessing Assessments in *i-Ready*

Click on "Assess & Teach" at the top of the screen; then "Assessment" on the left side menu; then click on the desired assessment.



Accessing Reports in *i-Ready*

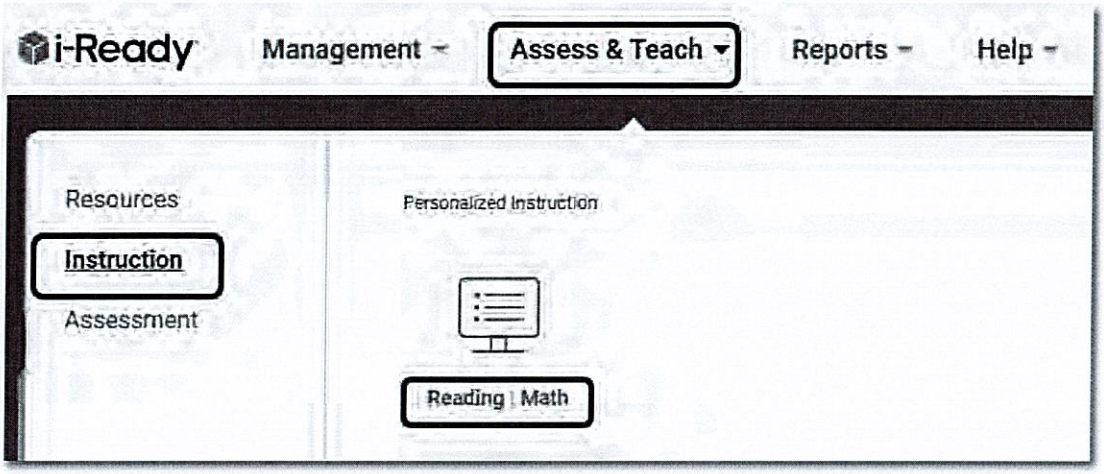
Click on "Reports" at the top of the screen; then select any data type from the left side menu and user category from the top menu to view all available reports. As an example, here are all reports available on the "District/School" level for the *Diagnostic*.



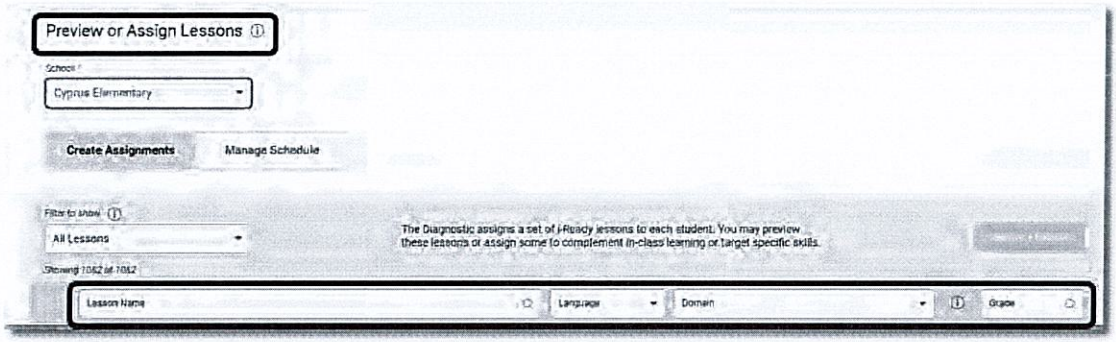
Accessing Personalized Instruction in i-Ready

To access *i-Ready Personalized Instruction* lessons, follow these steps:

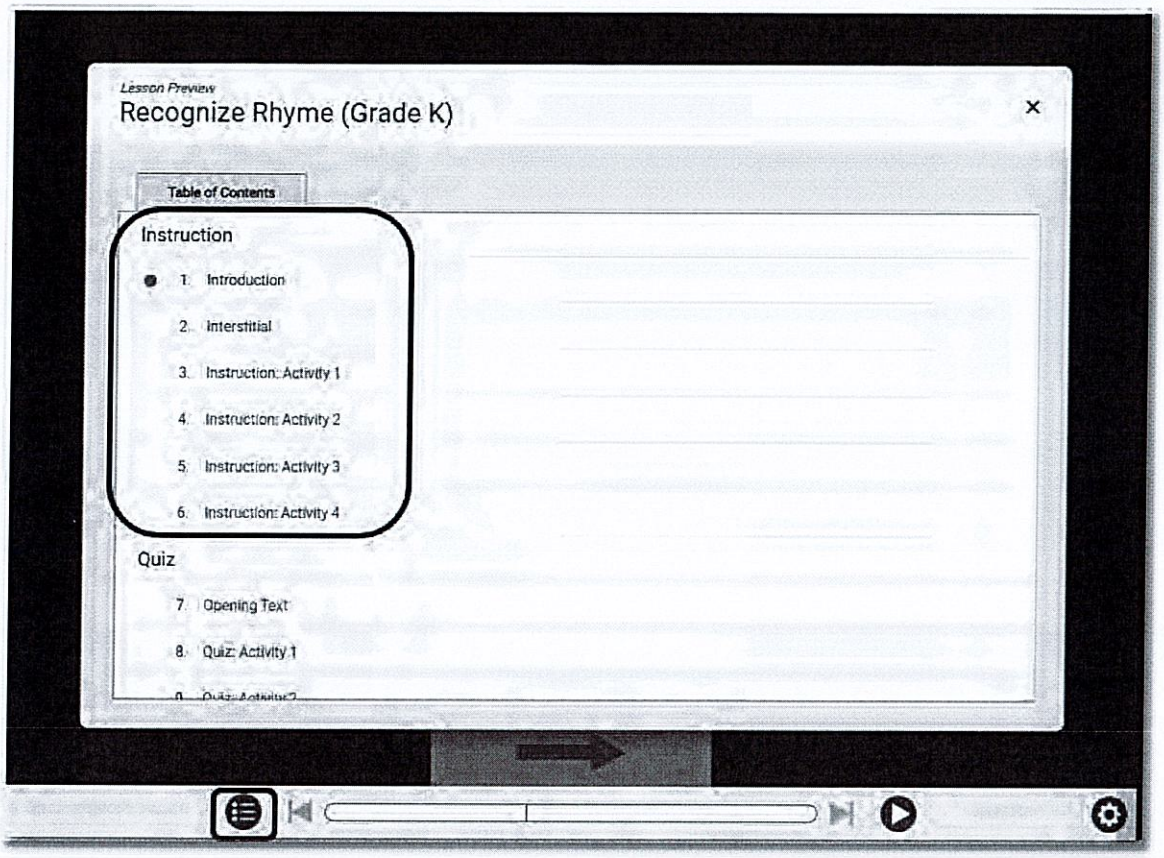
1. Click on "Assess & Teach" at the top of the screen; then "Instruction" on the left side menu; then click on the desired subject under "*Personalized Instruction*."



- Scroll down to "Preview or Assign Lessons." (Note: If you are logged in as an Administrator, you will need to select a demo school.) Use the "Lesson Name" field to search for a lesson.

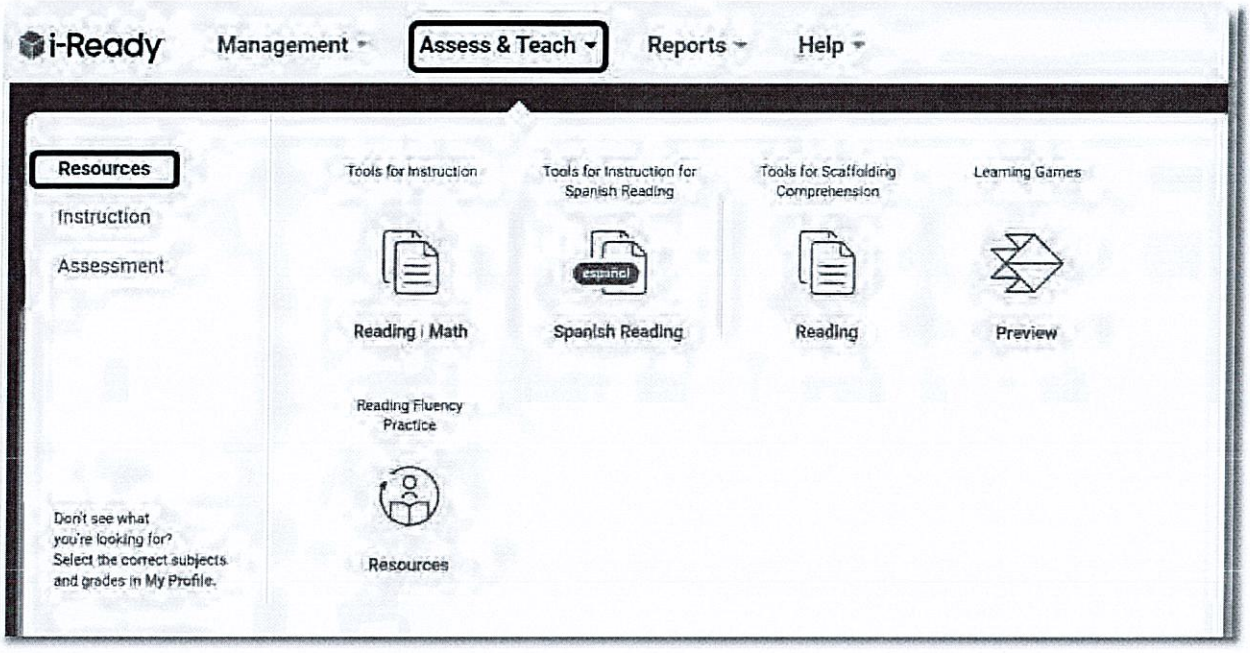


- Once you enter a lesson, you can navigate to a specific part. Click the navigation button on the bottom left, and then scroll through the "Skip to" menu to view and select any activity.


Lesson Preview
Recognize Rhyme (Grade K)
Table of Contents
Instruction
1. Introduction
2. Interstitial
3. Instruction: Activity 1
4. Instruction: Activity 2
5. Instruction: Activity 3
6. Instruction: Activity 4
Quiz
7. Opening Text
8. Quiz: Activity 1

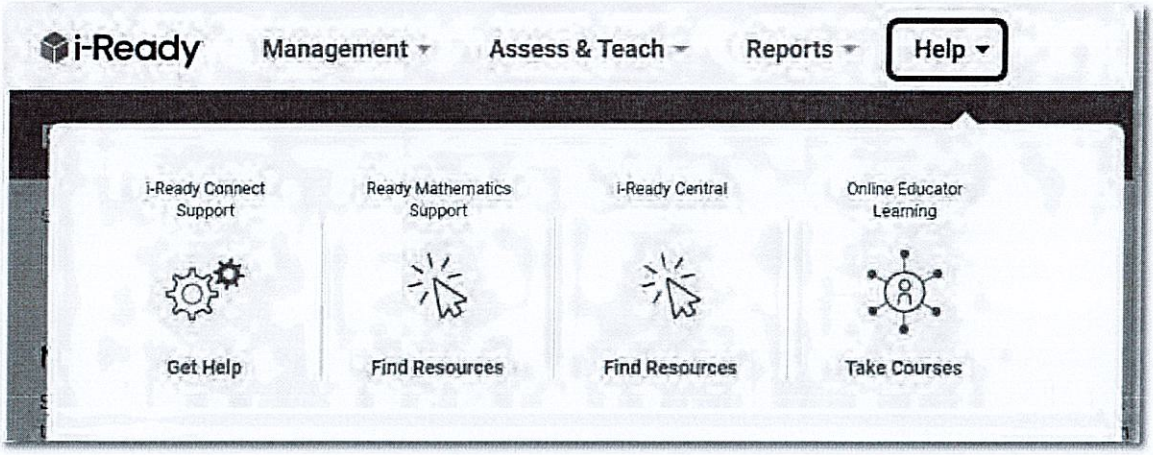
Accessing Tools for Instruction and Other Resources in *i-Ready*

Click on "Assess & Teach" at the top of the screen; then "Resources" on the left side menu; then click on the desired resource.



Accessing Help in *i-Ready*

Click on "Help" at the top of the screen to access *i-Ready Central* and other supports to help you implement *i-Ready*.





HELP: For questions about the demonstration account contact:

1. Jackie Sullivan at jsullivan@cainc.com / 978-313-1315 or
2. Noah Segal at nsegal@cainc.com / 978-947-7624

i- Ready Pro's Essential and Elevate Lessons in Math List—English and Spanish

Grades 6+

For students in Grades K–5 completing lessons in *i-Ready*, reference this Lesson List.

i-Ready Pro's Essential and Elevate Lessons deliver powerful online instruction for older striving learners in Grades 6+. All *i-Ready Pro* Mathematics lessons are available in Spanish, enabling Spanish-speaking English Learners to engage in content in their native language and demonstrate their understanding of mathematics. This also benefits students receiving instruction in Spanish by allowing them to build both language and math skills simultaneously.

After completing the *i-Ready Diagnostic* in either English or Spanish, students are placed on a personalized online lesson path (My Path) based on their performance. While the default is English, you have the ability to do the following:

- manually assign lessons in Spanish through Teacher-Assigned Lessons
- change My Path to present all Mathematics lessons in Spanish for the class, report group, or individual students, if your district has chosen to enable this feature. Learn more about My Path for Mathematics in Spanish and how you can use it.

Driven by insights from the *i-Ready Diagnostic*, these math lesson pathways are designed to meet students where they are and accelerate their growth in numeracy and algebra readiness.

- **Essential Lessons in Core Numeracy**: Created specifically to address the needs of older striving learners who need support with core numeracy and early algebra skills, Essential Lessons succinctly cover the skills students need most to be able to access grade-level content.
- **Elevate Lessons**: Designed to provide near-and on-grade learners with the instruction they need to succeed at grade-level work, Elevate Lessons will accelerate students' learning by providing grade-level instruction to more students, while giving struggling students the just-in-time supports they need to be successful.

Use this document to understand the progression of lessons your students placed into and will work through. Learn more about *i-Ready Pro* on Success Central.

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Essential Lessons

Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 1: Number Sense and Early Operations	**Topic 1:** Count and Make Groups to 20	Count up to 10 Objects in Rows or Arrays	Contar hasta 10 objetos organizados en filas o matrices	Represent up to 10 objects arranged in a line or a rectangular array with a written numeral	K
Level 1: Number Sense and Early Operations	**Topic 1:** Count and Make Groups to 20	Make Groups of up to 10 Objects	Formar grupos de hasta 10 objetos	Represent given numerals from 2 through 10 with groups of objects	K
Level 1: Number Sense and Early Operations	**Topic 1:** Count and Make Groups to 20	Count up to 20 Objects	Contar hasta 20 objetos	Represent up to 20 objects arranged in a line, rectangular array, or a circle with a written numeral	K
Level 1: Number Sense and Early Operations	**Topic 1:** Count and Make Groups to 20	Make Groups of up to 20 Objects	Formar grupos de hasta 20 objetos	Represent given numerals from 11 through 20 with a group of objects	K
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Add Within 5	Sumar hasta 5	Represent addition within 5 using completed equations, given a statement and picture showing an addition situation, and add numbers within 5	K
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Subtract Within 5	Restar hasta 5	Represent subtraction within 5 using completed equations, given a statement and picture showing a subtraction situation, and subtract numbers within 5	K
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Number Partners for 10	Parejas de números para 10	Identify number pairs for sums of 10, given pictures	K
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Make 10	Formar 10	Determine missing addends and identify number pairs for sums of 10, given pictures	K
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Add Within 10	Sumar hasta 10	Add within 10	K

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Subtract Within 10	Restar hasta 10	Subtract within 10	K
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Add Within 5	Sumar hasta 5	Represent addition within 5 using completed equations, given a statement and picture showing an addition situation, and add numbers within 5	K
Level 1: Number Sense and Early Operations	**Topic 2:** Add and Subtract within 10	Subtract Within 5	Restar hasta 5	Represent subtraction within 5 using completed equations, given a statement and picture showing a subtraction situation, and subtract numbers within 5	K
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 1:** Understand Two-Digit Numbers	Identify Teen Numbers	Identificar números del 11 al 19	Describe numbers from 11 through 19 as a group of 10 and a number of ones	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 1:** Understand Two-Digit Numbers	Build Teen Numbers	Formar números del 11 al 19	Represent two-digit numbers less than 20 (excluding 10) using base-ten models or pictures	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 1:** Understand Two-Digit Numbers	Identify Two-Digit Numbers	Identificar números de dos dígitos	Describe numbers from 20 through 99 as a number of tens and ones	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 1:** Understand Two-Digit Numbers	Build Two-Digit Numbers	Formar números de dos dígitos	Represent two-digit numbers greater than 20 using base-ten models and name the corresponding numeral	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 2:** Add and Subtract Within 100	Use Addition to Subtract	Usar la suma para restar	Subtract within 10	1

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 2:** Add and Subtract Within 100	Make a Ten to Add	Formar una decena para sumar	Recognize when a sum will be less than or greater than 10 without solving, and identify an equivalent expression in which one addend is adjusted to make a ten when adding within 20	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 2:** Add and Subtract Within 100	Make a Ten to Subtract	Formar una decena para restar	Recognize when a difference will be less than or greater than 10 without solving, and identify an equivalent expression in which one number is adjusted to make a ten when subtracting within 20	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 2:** Add and Subtract Within 100	Add Multiples of 10 to Multiples of 10	Sumar múltiplos de 10 a múltiplos de 10	Add two multiples of 10 with sums within 100	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 2:** Add and Subtract Within 100	Subtract Multiples of 10 from Multiples of 10	Restar múltiplos de 10 de múltiplos de 10	Subtract multiples of 10 (including 10) from multiples of 10 greater than 20	1
Level 2: Place Value, Addition, and Subtraction Within 100	**Topic 2:** Add and Subtract Within 100	Add One-Digit to Two-Digit Numbers	Sumar números de un dígito a números de dos dígitos	Add two-digit numbers and one-digit numbers with sums from 21 through 100 with or without composing tens	1
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 1:** Mental Math Strategies and Place Value Foundations	Use Mental Math to Add (Make a Ten)	Calcular mentalmente para sumar (formar una decena)	Determine the sum of two numbers by making a ten	2
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 1:** Mental Math Strategies and Place Value Foundations	Think Addition to Subtract	Pensar en la suma para restar	Use the relationship between addition and subtraction to solve subtraction problems within 20	2

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 1:** Mental Math Strategies and Place Value Foundations	Think Addition to Subtract (Make a Ten)	Pensar en la suma para restar (formar una decena)	Determine the difference of two numbers by making a ten	2
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 1:** Mental Math Strategies and Place Value Foundations	Understand Hundreds, Tens, and Ones	Comprender centenas, decenas y unidades	Match numerals to models of three-digit numbers, and describe three-digit numbers as a number of hundreds, tens, and ones	2
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 1:** Mental Math Strategies and Place Value Foundations	Use Hundreds, Tens, and Ones	Usar centenas, decenas y unidades	Represent given models of three-digit numbers in expanded form and express whole numbers within 999 in expanded form	2
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 2:** Add and Subtract Within 1,000	Add by Breaking Apart Two-Digit Numbers	Sumar descomponiendo números de dos dígitos	Add 2 two-digit numbers, with or without composing tens and/or hundreds with models or drawings, or without models by using strategies based on place value and properties of operations	2
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 2:** Add and Subtract Within 1,000	Add Within 100 on Number Lines	Sumar hasta 100 en rectas numéricas	Add 2 two-digit numbers, without composing tens or hundreds, using models or drawings	2
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 2:** Add and Subtract Within 1,000	Subtract Within 100 on Number Lines	Restar hasta 100 en rectas numéricas	Subtract one- or two-digit numbers from two-digit numbers without decomposing tens, with or without models	2
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 2:** Add and Subtract Within 1,000	Add Two-Digit to Three-Digit Numbers	Sumar números de dos dígitos a números de tres dígitos	Recognize when composing a ten and/or hundred is necessary (without solving), and use models or drawings to add a three-digit number and a two-digit number, with or without composing tens and/or hundreds	2

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 3: Place Value, Addition, and Subtraction Within 1,000	**Topic 2:** Add and Subtract Within 1,000	Subtract Two-Digit from Three-Digit Numbers	Restar números de dos dígitos de números de tres dígitos	Recognize when it is necessary to decompose a ten and/or hundred without solving, and use models or drawings to subtract a two-digit number from a three-digit number, with or without decomposing tens and/or hundreds	2
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Find Sums for Whole Numbers Within 100	Hallar sumas de números enteros hasta 100	Generate equivalent addition expressions, explain how to solve addition problems within 1,000, and add 2 two- or three-digit numbers, composing tens and/or hundreds, without models, using strategies based on place value and properties of operations	2–3
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Find Missing Addends for Whole Numbers Within 100	Hallar sumandos faltantes de números enteros hasta 100	Determine unknown addend(s) using strategies based on place value and/or properties of operations, where the whole is within 100, without the use of a model	2
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Find Factors for Whole Numbers Within 100	Hallar factores de números enteros hasta 100	Break apart one or more factors of a given factor pair to determine another factor pair for a given whole number within 100	4
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Find Multiples of Whole Numbers Within 100	Hallar múltiplos de números enteros hasta 100	Identify multiples of 10, 100, or 1,000, and generate an expression using factors of 10 to show products of a whole-number multiple of 10	4
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Multiply Whole Numbers by Powers of 10, Part 1	Multiplicar números enteros por potencias de 10, Parte 1	Multiply whole numbers by powers of 10 up to 10,000, finding the product	4
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Multiply Whole Numbers by Powers of 10, Part 2	Multiplicar números enteros por potencias de 10, Parte 2	Multiply whole numbers by powers of 10 up to 10,000, finding missing factors, and compare whole numbers using powers of 10	4

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Use Rounding to Approximate Whole Numbers, Part 1	Utilizar el redondeo para aproximar números enteros, Parte 1	Round numbers through 1,000,000 to their greatest place value, and infer a possible value of a number through 1,000,000 given the number rounded to ten-thousands place	4
Level 4: Whole Number Relationships and Operations	**Topic 1:** Whole Number Foundations	Use Rounding to Approximate Whole Numbers, Part 2	Utilizar el redondeo para aproximar números enteros, Parte 2	Round numbers from 10,001 through 1,000,000 to the thousands place, and infer a possible value of a number from 10,001 through 1,000,000 given the number rounded to the thousands	4
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Find Sums for Whole Numbers	Hallar sumas de números enteros	Add whole numbers with or without regrouping, and without the use of a model	3–4
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Estimate Sums for Whole Numbers	Estimar sumas de números enteros	Estimate the solution to an addition problem involving multi-digit whole numbers by rounding	3–4
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Find Differences for Whole Numbers	Hallar diferencias de números enteros	Subtract whole numbers, with and without regrouping, without the use of a model, and/or using a set of equations that show a place-value strategy; critique a solution to a subtraction problem within 1,000	2–4
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Estimate Differences for Whole Numbers	Estimar diferencias de números enteros	Estimate solutions to subtraction problems involving multi-digit whole numbers by rounding	3–4
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Find Products for Whole Numbers	Hallar productos de números enteros	Recognize the values of the digits in two- and/or three-digit numbers, and multiply two two-digit whole numbers or a whole number of up to four digits and a one-digit whole number, with and without a model	2–4

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Estimate Products for Whole Numbers	Estimar productos de números enteros	Estimate products by rounding one or both factors, and represent estimated products using an expression or equation	4
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Find Quotients for Whole Numbers	Hallar cocientes de números enteros	Determine a whole-number quotient, without a remainder, of a two-, three-, or four-digit dividend by a one-digit divisor given a visual model	4
Level 4: Whole Number Relationships and Operations	**Topic 2:** Operations with Whole Numbers	Estimate Quotients for Whole Numbers	Estimar cocientes de números enteros	Estimate the solution to a division problem involving a two-, three-, or four-digit dividend and a one-digit divisor using an estimation strategy, such as compatible numbers	4
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Understand Representations of 1/2, Part 1	Comprender representaciones de 1/2, Parte 1	Recognize that a shape is shaded to represent one-half when the amount of shaded area is equivalent to the amount of unshaded area	3
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Understand Representations of 1/2, Part 2	Comprender representaciones de 1/2, Parte 2	Represent a fraction by a point on a number line from 0 to a whole number greater than 1, either with no partitioning or partitioning of halves, thirds, fourths, sixths, or eighths, and represent one-half as a location halfway between two points on a linear representation other than a number line	3
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Find a Fraction of a Whole Number, Part 1	Hallar una fracción de un número entero, Parte 1	Find unit fractions of whole numbers using the denominator to partition models or divide the whole number	5
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Find a Fraction of a Whole Number, Part 2	Hallar una fracción de un número entero, Parte 2	Find non-unit fractions of whole numbers using the denominator to partition models or divide the whole number	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Understand and Find Equivalent Fractions, Part 1	Comprender y hallar fracciones equivalentes, Parte 1	Recognize or generate an equivalent fraction, given a named fraction between 0 and 1, or a model, but not both, where one fraction is a unit fraction	4
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Understand and Find Equivalent Fractions, Part 2	Comprender y hallar fracciones equivalentes, Parte 2	Recognize or generate equivalent fractions given a named fraction between 0 and 1, a model, or neither, using any method (e.g., by applying the principle $(n \times a)/(n \times b) = a/b$), where neither fraction is a unit fraction	4
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Write Fractions as Whole Numbers	Escribir fracciones como números enteros	Recognize when fractions are equivalent to whole numbers greater than 1, and express fractions greater than 1 as whole numbers	3
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Write Fractions as Mixed Numbers	Escribir fracciones como números mixtos	Decompose mixed numbers or fractions into sums of fractions with denominator of b, and represent fractions greater than 1 as mixed numbers	4–5
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Compare Fractions with the Same Denominator	Comparar fracciones con el mismo denominador	Compare two fractions (using the symbols >, <, or =, or the words greater than, less than, or equal to) with the same denominator	3
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 1:** Understand Fractions	Compare Fractions with Different Denominators	Comparar fracciones con denominadores diferentes	Compare two fractions between 0 and 1 with unlike numerators and denominators (using the symbols >, <, or =, or the words greater than, less than, or equal to)	4
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Compare Sums of Fractions to 1	Comparar sumas de fracciones hasta 1	Reason about sums when adding fractions with like denominators by making comparisons to one whole	4

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Compare Differences of Fractions to 1	Comparar diferencias de fracciones hasta 1	Reason about differences when subtracting fractions and mixed numbers with like denominators by making comparisons to the whole number part of the mixed number	4
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Add Mixed Numbers and Fractions with Like Denominators	Sumar números mixtos y fracciones con denominadores comunes	Add fractions and/or mixed numbers with like denominators, with or without composing wholes, given an expression, equation, word problem, or visual model	4
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Subtract Fractions from Mixed Numbers with Like Denominators	Restar fracciones de números mixtos con denominadores comunes	Subtract fractions and/or mixed numbers with like denominators, with or without decomposing wholes, given an expression, equation, word problem, or visual model	4
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Add Fractions with Unlike Denominators, Part 1	Sumar fracciones con denominadores distintos, Parte 1	Add fractions or write equivalent expressions for sums of fractions or mixed numbers with unlike denominators, where one denominator is a multiple of the other, with and without the aid of a visual model	5
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Add Fractions with Unlike Denominators, Part 2	Sumar fracciones con denominadores distintos, Parte 2	Add fractions or write equivalent expressions for sums of fractions or mixed numbers with unlike denominators, where one denominator is not a multiple of the other, with and without the aid of a visual model	5
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Subtract Fractions with Unlike Denominators, Part 1	Restar fracciones con denominadores distintos, Parte 1	Subtract fractions or write equivalent expressions for differences of fractions or mixed numbers with unlike denominators, where one denominator is a multiple of the other, with and without the aid of a visual model	5
Level 5: Fraction Relationships, Addition, and Subtraction	**Topic 2:** Add and Subtract Fractions	Subtract Fractions with Unlike Denominators, Part 2	Restar fracciones con denominadores distintos, Parte 2	Subtract fractions or write equivalent expressions for differences of fractions or mixed numbers with unlike denominators, where one denominator is not a multiple of the other, with and without the aid of a visual model	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Understand Decimal Representations, Part 1	Comprender representaciones de decimales, Parte 1	Express fractions or mixed numbers with denominators of 10 or 100 as decimals, express decimals as fractions or mixed numbers, name decimals represented by given models or word form, and locate decimals on number lines	4–5
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Understand Decimal Representations, Part 2	Comprender representaciones de decimales, Parte 2	Express fractions or mixed numbers as decimals, and express decimals as fractions or mixed numbers	4
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Compare Decimals through Hundredths, Part 1	Comparar decimales hasta las centésimas, Parte 1	Compare and order decimals to the tenths place or compare and order decimals to the hundredths place	4
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Compare Decimals through Hundredths, Part 2	Comparar decimales hasta las centésimas, Parte 2	Compare decimals to the tenths place with decimals to the hundredths place, and order decimals through hundredths	4
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Round Decimals	Redondear decimales	Round decimals in hundredths to the nearest tenth, half, or whole number, and name the location of a decimal on a number line	4–5
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Use Decimals to Compose Whole Numbers	Usar decimales para componer números enteros	Represent addition of decimals using expressions or equations and add decimals through hundredths without models	5
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Estimate Sums for Decimals to Hundredths	Estimar sumas para decimales hasta las centésimas	Estimate the solution to an addition problem involving decimals through hundredths using an estimation strategy, such as rounding to the nearest whole number	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Find Sums for Decimals to Hundredths	Hallar sumas para decimales hasta las centésimas	Add decimals with the same or different numbers of non-zero decimal place values through hundredths, without the aid of a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Estimate Differences for Decimals to Hundredths	Estimar diferencias para decimales hasta las centésimas	Estimate the solution to a subtraction problem involving decimals through hundredths using an estimation strategy, such as rounding to the nearest whole number	5
Level 6: Decimal Relationships and Operations	**Topic 1:** Understand, Add, and Subtract Decimals	Find Differences for Decimals to Hundredths	Hallar diferencias para decimales hasta las centésimas	Subtract decimals with the same or different number of non-zero decimal place values through hundredths without the aid of a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Multiply Whole Numbers by 0.1	Multiplicar números enteros por 0.1	Multiply 0.1 by a whole number with and without the aid of a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Multiply Whole Numbers by 0.01	Multiplicar números enteros por 0.01	Multiply 0.01 by a whole number with and without the aid of a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Multiply Whole Numbers by Decimals	Multiplicar números enteros por decimales	Multiply decimals through hundredths, other than 0.1 and 0.01, by a whole number using a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Multiply Two Decimals	Multiplicar dos decimales	Multiply two decimals through tenths using a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Divide Whole Numbers by 0.1	Dividir números enteros entre 0.1	Divide a whole number by 0.1, with and without the aid of a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Divide Whole Numbers by 0.01	Dividir números enteros entre 0.01	Divide a whole number by 0.01, with and without the aid of a visual model	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Divide Whole Numbers by Decimals	Dividir números enteros entre decimales	Divide a whole number by a decimal through hundredths, other than 0.1 and 0.01, using a visual model	5
Level 6: Decimal Relationships and Operations	**Topic 2:** Multiply and Divide with Decimals	Divide Decimals by Whole Numbers	Dividir decimales entre números enteros	Divide a decimal through hundredths by a whole number using a visual model	5
Level 7: Fraction Multiplication and Division	**Topic 1:** Multiply with Fractions	Multiply Unit Fractions and Whole Numbers, Part 1	Multiplicar fracciones unitarias y números enteros, Parte 1	Multiply a unit fraction by a whole number and represent multiplication of a unit fraction by a whole number, using a visual fraction model that is given to represent and solve the problem	4
Level 7: Fraction Multiplication and Division	**Topic 1:** Multiply with Fractions	Multiply Unit Fractions and Whole Numbers, Part 2	Multiplicar fracciones unitarias y números enteros, Parte 2	Multiply a unit fraction by a whole number by representing it as repeated addition, and without a model or representing as repeated addition	4
Level 7: Fraction Multiplication and Division	**Topic 1:** Multiply with Fractions	Multiply Fractions and Whole Numbers, Part 1	Multiplicar fracciones y números enteros, Parte 1	Multiply a non-unit fraction by a whole number with a visual fraction model to solve the problem	4
Level 7: Fraction Multiplication and Division	**Topic 1:** Multiply with Fractions	Multiply Fractions and Whole Numbers, Part 2	Multiplicar fracciones y números enteros, Parte 2	Multiply a non-unit fraction by a whole number, without a visual model and with or without representing it as repeated addition (e.g., $2 \times 3/5 = 3/5 + 3/5$)	4
Level 7: Fraction Multiplication and Division	**Topic 1:** Multiply with Fractions	Multiply Two Unit Fractions	Multiplicar dos fracciones unitarias	Multiply a unit fraction by a unit fraction, presented with or without a real-world context and/or with the aid of a visual model	5
Level 7: Fraction Multiplication and Division	**Topic 1:** Multiply with Fractions	Multiply Two Fractions Less Than 1	Multiplicar dos fracciones menores que 1	Multiply a fraction less than 1 by a fraction less than 1, where at least one fraction is a non-unit fraction, presented with or without a real-world context and/or with the aid of a visual model	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 7: Fraction Multiplication and Division	**Topic 2:** Divide with Fractions	Write Quotients as Fractions	Escribir cocientes como fracciones	Express a division expression, $a \div b$, as a fraction, a/b, where a and b are represented symbolically, or represented numerically with $b > a$ or b less than or equal to a	5
Level 7: Fraction Multiplication and Division	**Topic 2:** Divide with Fractions	Write Quotients as Mixed Numbers	Escribir cocientes como números mixtos	Express a division expression, $a \div b$, as a mixed number, where a and b are represented numerically or in a real-world context and b is less than or equal to a	5
Level 7: Fraction Multiplication and Division	**Topic 2:** Divide with Fractions	Divide Unit Fractions by Whole Numbers, Part 1	Dividir fracciones unitarias entre números enteros, Parte 1	Represent and solve problems involving the division of a unit fraction by a non-zero whole number, presented with or without a real-world context, with the aid of a visual model	5
Level 7: Fraction Multiplication and Division	**Topic 2:** Divide with Fractions	Divide Unit Fractions by Whole Numbers, Part 2	Dividir fracciones unitarias entre números enteros, Parte 2	Divide a unit fraction by a non-zero whole number by representing it using multiplicative reasoning (e.g., $1/5 \div 2$ is the same as $1/2$ of $1/5$ or $1/2 \times 1/5$)	5
Level 7: Fraction Multiplication and Division	**Topic 2:** Divide with Fractions	Divide Whole Numbers by Unit Fractions, Part 1	Dividir números enteros entre fracciones unitarias, Parte 1	Divide or represent the division of a whole number by a unit fraction, presented without a real-world context, with the aid of a visual model	5
Level 7: Fraction Multiplication and Division	**Topic 2:** Divide with Fractions	Divide Whole Numbers by Unit Fractions, Part 2	Dividir números enteros entre fracciones unitarias, Parte 2	Divide a whole number by a unit fraction by representing it using multiplicative reasoning (e.g., $2 \div 1/5$ is the same as 2×5 because there are 5 groups of $1/5$ in 1 whole), without the aid of a visual model	5

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Elevate Lesson

Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 1:** Multiply and Divide with Whole Numbers	Divide by Two-Digit Numbers	Divide entre números de dos dígitos	Represent a situation presented in a real-world context involving the division of three- or four-digit whole numbers by two-digit whole numbers as a division or multiplication expression and divide three- or four-digit whole numbers by two-digit whole number to find whole-number quotients	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 1:** Multiply and Divide with Whole Numbers	Understand Powers of 10	Comprende Potencias de 10	Represent standard form powers of 10 using exponent form, multiply and divide whole numbers by positive powers of 10, and determine unknown factors or divisors in equations, where the unknown number is a power of 10	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 1:** Multiply and Divide with Whole Numbers	Multiply and Divide Decimals by Powers of 10	Multiplica y divide decimales por potencias de 10	Multiply or divide multi-digit decimals and positive powers of 10, using patterns and place value to change the position of the decimal point; determine unknown factors or divisors in equations, where the unknown number is a power of 10	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 2:** Multiply and Divide with Decimals	Multiply a Decimal by a Whole Number	Multiplica un decimal por un número entero	Multiply decimals through hundredths by whole numbers, presented without a real-world context, without the aid of a visual model	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 2:** Multiply and Divide with Decimals	Divide a Whole Number by a Decimal	Divide un número entero entre un decimal	Divide whole numbers by decimals through hundredths with and without the aid of a visual model	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 2:** Multiply and Divide with Decimals	Divide a Decimal by a Decimal	Divide un decimal entre un decimal	Divide decimals through hundredths by decimals through hundredths with and without the aid of a visual model	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 2:** Multiply and Divide with Decimals	Divide a Decimal by a Whole Number	Divide un decimal entre un número entero	Divide decimals through hundredths by whole numbers with and without the aid of a visual model	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 3:** Multiply and Divide with Fractions	Multiply a Whole Number by a Fraction	Multiplica un número entero por una fracción	Multiply or represent the multiplication of fractions less than 1 by whole numbers, presented without real-world context and/or with the aid of visual models	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 3:** Multiply and Divide with Fractions	Divide a Whole Number by a Unit Fraction	Divide un número entero entre una fracción unitaria	Divide whole numbers by unit fractions and represent and solve problems involving the division of whole numbers by unit fractions, presented with and without a real-world context, with the aid of a visual model	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 3:** Multiply and Divide with Fractions	Divide a Unit Fraction by a Whole Number	Divide una fracción unitaria entre un número entero	Represent real-world problems involving dividing unit fractions by whole numbers with models; divide unit fractions by whole numbers using models; represent and solve problems involving the division of unit fractions by whole numbers, with and without real-world contexts, with the aid of models	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 3:** Multiply and Divide with Fractions	Multiply a Fraction by a Fraction	Multiplica una fracción por una fracción	Multiply or represent the multiplication of fractions less than 1 by fractions less than 1, including situations where at least one fraction is a non-unit fraction, presented with or without a real-world context and/or with or without the aid of a visual model	5
Level 8: Prerequisite: Operations and Algebraic Thinking	**Topic 4:** Numerical Expressions	Evaluate, Write, and Interpret Expressions	Evalúa, escribe e interpreta expresiones	Apply grouping symbols and order of operations to evaluate numerical expressions or interpret numerical expressions without evaluating them, and represent a written real-world or mathematical description as a multiple-step numerical expression and vice versa	5
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 1:** Area of Polygons	Find the Area of a Parallelogram	Halla el área de un paralelogramo	Identify how to decompose a polygon into non-overlapping rectangles and/or triangles in order to find area, and determine the total area of a polygon composed of non-overlapping rectangles and/or triangles, using a visual model	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 1:** Area of Polygons	Find the Area of a Triangle	Halla el área de un triángulo	Determine the dimensions and the total area of a polygon composed of non-overlapping rectangles and/or triangles, using a visual model	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 1:** Area of Polygons	Find the Area of a Polygon	Halla el área de un polígono	Determine the area of a part of a polygon and the total area of a polygon composed of non-overlapping rectangles and/or triangles, using a visual model	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 2:** Nets and Surface Area	Use Nets to Find Surface Area	Usa modelos planos para hallar el área total	Match two-dimensional nets to corresponding pyramids or prisms; determine surface areas of three-dimensional figures represented by nets composed of rectangles and/or triangles, where figures and nets are presented without a real-world context	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 3:** Algebraic Expressions	Understand Parts of an Algebraic Expression	Comprende partes de una expresión algebraica	Identify parts of an expression or translate expressions to verbal descriptions using mathematical terms (sum, term, product, factor, quotient, coefficient), and represent real-world or mathematical problems as algebraic expressions	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 3:** Algebraic Expressions	Write Algebraic Expressions	Escribe expresiones algebraicas	Represent real-world or mathematical problems as algebraic expressions with one or two operations and no grouping symbols	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 3:** Algebraic Expressions	Write and Evaluate Algebraic Expressions	Escribe y evalúa expresiones algebraicas	Represent real-world or mathematical problems as algebraic expressions, and evaluate algebraic expressions with whole number, fraction, or decimal coefficients and constants, given whole numbers for the variables	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 3:** Algebraic Expressions	Numerical Expressions with Exponents	Expresiones numéricas con exponentes	Express a product of like whole numbers as a whole-number base with a whole-number exponent, and apply the order of operations to evaluate numerical expressions with whole-number exponents	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 3:** Algebraic Expressions	Algebraic Expressions with Exponents	Expresiones algebraicas con exponentes	Express a product of like variable terms as a variable-term base with a whole-number exponent, and evaluate algebraic expressions involving a variable with a whole-number exponent to solve a problem	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 4:** Greatest Common Factor and Least Common Multiple	Find Greatest Common Factor (GCF)	Halla el máximo común divisor (M.C.D.)	Determine the greatest common factor of two whole numbers through 100 to solve a problem with or without a real-world context, and without the aide of a visual model	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 4:** Greatest Common Factor and Least Common Multiple	Use GCF to Write Equivalent Expressions	Usa el (M.C.D.) para escribir expresiones equivalentes	Express a sum of two numbers through 100 as the product of their greatest common factor and a sum of two different numbers with no common factor	6
Level 9: Expressions and Equations: Area, Algebraic Expressions, and Exponents	**Topic 4:** Greatest Common Factor and Least Common Multiple	Find Least Common Multiple (LCM)	Halla el mínimo común múltiplo (m.c.m.)	Determine the least common multiple, given two whole numbers through 12 with or without a real-world context	6
Level 10: Decimals and Fractions: Base-Ten Operations and Division with Fractions	**Topic 1:** Divide Whole Numbers and Decimals	Understand the Standard Algorithm for Division	Comprende el algoritmo convencional para la división	Divide multi-digit whole numbers that have whole-number quotients; critique a step-by-step solution to a division problem using a place-value strategy and/or properties of operations, given a solution that contains a mistake	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 10: Decimals and Fractions: Base-Ten Operations and Division with Fractions	**Topic 1:** Divide Whole Numbers and Decimals	Divide Whole Numbers Using the Standard Algorithm	Divide números enteros usando el algoritmo convencional	Divide two multi-digit whole numbers that have a whole-number quotient; demonstrate step-by-step solutions to division problems using a place-value strategy or properties of operations	6
Level 10: Decimals and Fractions: Base-Ten Operations and Division with Fractions	**Topic 1:** Divide Whole Numbers and Decimals	Divide Decimals Using the Standard Algorithm	Divide decimales usando el algoritmo convencional	Divide a multi-digit decimal by a decimal number or a whole number, presented without a real-world context	6
Level 10: Decimals and Fractions: Base-Ten Operations and Division with Fractions	**Topic 2:** Divide Fractions	Divide Fractions: Whole-Number Quotients	Divide fracciones: Cocientes de números enteros	Divide two fractions, presented with a context, where the divisor is a unit fraction or the quotient is a whole number	6
Level 10: Decimals and Fractions: Base-Ten Operations and Division with Fractions	**Topic 2:** Divide Fractions	Divide Fractions: Fractional Quotients	Divide fracciones: Cocientes fraccionarios	Divide fractions or a non-zero whole numbers by non-unit fractions to solve real-world problems	6
Level 10: Decimals and Fractions: Base-Ten Operations and Division with Fractions	**Topic 2:** Divide Fractions	Divide Fractions: Use an Algorithm	Divide fracciones: Usa un algoritmo	Divide two fractions, presented without context, where the divisor is not a unit fraction and the quotient is a fraction	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 11: Ratio Reasoning: Ratio Concepts and Equivalent Ratios	**Topic 1:** Ratios and Equivalent Ratios	Understand Ratio Concepts	Comprende conceptos de razones	Express a ratio, presented in the form *a:b*, *a/b*, described verbally, or represented on a visual model, in a different form	6
Level 11: Ratio Reasoning: Ratio Concepts and Equivalent Ratios	**Topic 1:** Ratios and Equivalent Ratios	Find Equivalent Ratios	Halla razones equivalentes	Determine an equivalent ratio by completing a table of equivalent ratios that has a missing value, or when a ratio, *a:b* or *a/b*, is presented without a real-world context; express a ratio in a different form; apply an equivalent ratio to solve a one-step real-world problem	6
Level 11: Ratio Reasoning: Ratio Concepts and Equivalent Ratios	**Topic 1:** Ratios and Equivalent Ratios	Use Equivalent Ratio Tables to Solve Problems	Usa tablas de razones equivalentes para resolver problemas	Determine an equivalent ratio by completing a table of equivalent ratios that has a missing value	6
Level 11: Ratio Reasoning: Ratio Concepts and Equivalent Ratios	**Topic 1:** Ratios and Equivalent Ratios	Graph Equivalent Ratios	Representa gráficamente razones equivalentes	Interpret points on a coordinate grid that represent equivalent ratios to solve real-world and mathematical problems, and apply equivalent ratios to solve multi-step real-world problems	6
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 1:** Rate and Unit Rate	Understand Rate Concepts	Comprende conceptos de razones	Determine unit rates associated with ratios presented in real-world or mathematical problems	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 1:** Rate and Unit Rate	Use Unit Rates to Find Equivalent Ratios	Usa tasas unitarias para hallar razones equivalentes	Determine the unit rate associated with a ratio presented in a real-world context and apply it, or use an equivalent ratio to solve a problem	6
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 1:** Rate and Unit Rate	Use Unit Rates to Compare Ratios	Usa tasas unitarias para comparar razones	Compare the unit rates associated with two or more different ratios	6
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 1:** Rate and Unit Rate	Use Unit Rates to Convert Measurements	Usa tasas unitarias para convertir medidas	Determine the solution to a one-step, real-world or mathematical problem involving a unit rate in the form $a:b$ or a/b, where a and b are whole numbers	6
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 2:** Percent	Understand Percent Concepts	Comprende conceptos de porcentaje	Determine whole-number percents of whole numbers	6
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 2:** Percent	Find a Part in a Percent Problem	Halla una parte en un problema de porcentaje	Determine whole-number percents of whole-numbers, express whole-number percents greater than or equal to 10% as decimals, and express whole-number percents less than 10% as decimals	6
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 2:** Percent	Find the Whole in a Percent Problem	Halla el entero en un problema de porcentaje	Determine the number for which a given whole-number part is a given whole-number percent	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 12: Ratio Reasoning: Rates, Unit Rates, and Percent	**Topic 2:** Percent	Find the Percent in a Percent Problem	Halla el porcentaje en un problema de porcentaje	Determine the percent that represents a given whole number part of a given whole number	6
Level 13: Algebraic Thinking: Equivalent Expressions and Equations with Variables	**Topic 1:** Equivalent Expressions	Find Equivalent Expressions by Expanding	Halla expresiones equivalentes aplicando la propiedad distributiva	Generate the product of a number and a two-term expression as an equivalent expression by applying only the Distributive Property	6
Level 13: Algebraic Thinking: Equivalent Expressions and Equations with Variables	**Topic 1:** Equivalent Expressions	Find Equivalent Expressions by Factoring	Halla expresiones equivalentes descomponiendo en factores	Generate the product of a number and a two-term expression as an equivalent expression by applying only the Distributive Property, and represent a real-world or mathematical problem as an algebraic expression with two or more operations and grouping symbols	6
Level 13: Algebraic Thinking: Equivalent Expressions and Equations with Variables	**Topic 1:** Equivalent Expressions	Identify and Combine Like Terms	Identifica y combina términos semejantes	Generate expressions with multiple operations and/or multiple variables as equivalent expressions by applying only the Commutative Property and/or the Associative Property	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 13: Algebraic Thinking: Equivalent Expressions and Equations with Variables	**Topic 2:** One-Variable Expressions	Identify Solutions of Equations	Identifica soluciones de ecuaciones	Evaluate an equation with one operation and a single variable that has no coefficient, or with multiple operations and a single variable, using substitution and applying properties of operations to recognize the solution	6
Level 13: Algebraic Thinking: Equivalent Expressions and Equations with Variables	**Topic 2:** One-Variable Expressions	Write and Solve Addition Equations	Escribe y resuelve ecuaciones de suma	Represent problems as algebraic expressions with one or two operations and no grouping symbols, determine the value of x, and solve real-world or mathematical problems with a one-variable, one-step equation of the form $x + p = q$ or $px = q$, where p, q, and x are all non-negative rational numbers	6
Level 13: Algebraic Thinking: Equivalent Expressions and Equations with Variables	**Topic 2:** One-Variable Expressions	Write and Solve Multiplication Equations	Escribe y resuelve ecuaciones de multiplicación	Determine the value of x and solve real-world or mathematical problems with a one-variable, one-step equation of the form $x + p = q$ or $px = q$, where p, q, and x are all non-negative rational numbers	6
Level 13: Algebraic Thinking: Equivalent Expressions and Equations with Variables	**Topic 3:** Two-Variable Relationships	Analyze Two-Variable Relationships	Analiza relaciones de dos variables	Determine independent or dependent variables represented in problems with a table or graph given and represent real-world problems, in which x and y change in relation to each other, as equations; analyze relationships between dependent and independent variables shown in tables or graphs	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 1:** Positive and Negative Numbers and Absolute Value	Understand Positive and Negative Integers	Comprende enteros positivos y negativos	Locate the opposite of a given point or number on a number line, recognize the opposite of zero as zero, graph a rational number on a number line, and represent the comparison of two or more rational numbers shown on a number line using an inequality (<, =, >) or a verbal statement	6
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 1:** Positive and Negative Numbers and Absolute Value	Understand Positive and Negative Rational Numbers	Comprende números racionales positivos y negativos	Locate the opposite of a given point or number on a number line, represent the comparison of two or more rational numbers shown on a number line using an inequality (<, =, >) or a verbal statement, and order non-integer rational numbers in a real-world context	6
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 1:** Positive and Negative Numbers and Absolute Value	Understand Absolute Value	Comprende el valor absoluto	Interpret inequalities that include absolute values, explain the distinction between the order of rational numbers and the comparison of their absolute values, and compare the absolute values of rational numbers as their distance/direction from zero in the context of real-world problems	6
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 2:** One-Variable Inequalities	Understand One-Variable Inequalities	Comprende desigualdades de una variable	Represent solutions, conditions, or constraints of real-world or mathematical problems as inequalities of the form $x > c$ or $x < c$, where c is a rational number, and represent inequalities on a number line	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 2:** One-Variable Inequalities	Represent One-Variable Inequalities	Representa desigualdades de una variable	Represent solutions, conditions, or constraints of real-world or mathematical problems as inequalities of the form $x > c$ or $x < c$, where c is a rational number, interpret the meaning of inequalities of the form $x > c$ or $x < c$, where c is a rational number, and represent inequalities on a number line	6
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 2:** One-Variable Inequalities	Graph One-Variable Inequalities	Representa gráficamente desigualdades de una variable	Evaluate an inequality with one operation and a single variable with or without a coefficient, using substitution to recognize which value or values make the inequality true, and represent an inequality of the form $x > c$ or $x < c$, where c is a rational number, on a number line	6
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 3:** The Coordinate Plane	Understand the Four-Quadrant Coordinate Plane	Comprende el plano de coordenadas de cuatro cuadrantes	Represent an ordered pair of integer coordinates as a point on a coordinate plane, name the quadrant of the coordinate plane in which a point will be located, based on the signs of its coordinates, and relate a given quadrant to the signs of the coordinates of any point located in that quadrant	6
Level 14: Positive and Negative Numbers: Absolute Value, Inequalities, and the Coordinate Plane	**Topic 3:** The Coordinate Plane	Find Distances in the Coordinate Plane	Halla distancias en el plano de coordenadas	Recognize that two ordered pairs that differ only by the signs of the coordinates are reflections across one or both axes of the coordinate plane, and determine horizontal or vertical distances between two points graphed on a coordinate plane with integer coordinates and the same y- or x-coordinate	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 15: Statistical Thinking: Data Distributions and Measures of Center and Variability	**Topic 1:** Data Displays	Understand Statistical Questions	Comprende preguntas estadísticas	Recognize statistical questions and determine the minimum, maximum, range, or mode of a data set	6
Level 15: Statistical Thinking: Data Distributions and Measures of Center and Variability	**Topic 1:** Data Displays	Use Dot Plots to Represent and Describe Data	Usa diagramas de puntos para representar y describir datos	Represent a data set in a dot plot, determine the solution to a straightforward problem related to data values and/or frequencies displayed in a dot plot, and describe the distribution of a data set displayed in a dot plot by its overall shape and/or spread	6
Level 15: Statistical Thinking: Data Distributions and Measures of Center and Variability	**Topic 1:** Data Displays	Use Histograms to Represent and Describe Data	Usa histogramas para representar y describir datos	Determine the solution to a straightforward problem related to data values and/or frequencies displayed in a histogram and describe the distribution of a data set displayed in a histogram by its overall shape and/or spread	6
Level 15: Statistical Thinking: Data Distributions and Measures of Center and Variability	**Topic 1:** Data Displays	Use Box Plots to Represent and Describe Data	Usa diagramas de caja para representar y describir datos	Represent data sets in box plots, determine solutions to problems related to data values and/or frequencies represented in box plots, describe the distribution of data sets displayed in box plots by overall shape and/or spread, and determine measures of center for data sets displayed in box plots	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 15: Statistical Thinking: Data Distributions and Measures of Center and Variability	**Topic 1:** Data Displays	Use Interquartile Range to Describe Variability	Usa el rango entre cuartiles para describir la variabilidad	Determine the interquartile range from a set of data or a box plot and describe the variability exhibited in a data set using the interquartile range	6
Level 15: Statistical Thinking: Data Distributions and Measures of Center and Variability	**Topic 2:** Measures of Center and Variability	Find and Interpret Mean and MAD	Halla e interpreta la media y la desviación media absoluta	Determine the mean or median of a data set, with or without determining the minimum, maximum, range, and mode, determine the mean absolute deviation for a data set, and explain deviations from overall patterns in a data set in the real-world context of the problem, using the mean absolute deviation	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 1:** Divide Fractions	Divide Fractions: Whole-Number Quotients	Divide fracciones: Cocientes de números enteros	Divide two fractions, presented with a context, where the divisor is a unit fraction or the quotient is a whole number	6
Level 16: Prerequisite: The Number System and Ratio Concepts		Divide Fractions: Fractional Quotients	Divide fracciones: Cocientes fraccionarios	Divide fractions or a non-zero whole numbers by non-unit fractions to solve real-world problems	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 1:** Divide Fractions	Divide Fractions: Use an Algorithm	Divide fracciones: Usa un algoritmo	Divide two fractions, presented without context, where the divisor is not a unit fraction and the quotient is a fraction	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 2:** Ratios and Unit Rates	Understand Ratio Concepts	Comprende conceptos de razones	Express a ratio, presented in the form *a*:*b*, *a*/*b*, described verbally, or represented on a visual model, in a different form	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 2:** Ratios and Unit Rates	Find Equivalent Ratios	Halla razones equivalentes	Determine an equivalent ratio by completing a table of equivalent ratios that has a missing value, or when a ratio, *a*:*b* or *a*/*b*, is presented without a real-world context; express a ratio in a different form; apply an equivalent ratio to solve a one-step real-world problem	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 2:** Ratios and Unit Rates	Use Equivalent Ratio Tables to Solve Problems	Usa tablas de razones equivalentes para resolver problemas	Determine an equivalent ratio by completing a table of equivalent ratios that has a missing value	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 2:** Ratios and Unit Rates	Understand Rate Concepts	Comprende conceptos de razones	Determine unit rates associated with ratios presented in real-world or mathematical problems	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 2:** Ratios and Unit Rates	Use Unit Rates to Find Equivalent Ratios	Usa tasas unitarias para hallar razones equivalentes	Determine the unit rate associated with a ratio presented in a real-world context and apply it, or use an equivalent ratio to solve a problem	6

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 2:** Ratios and Unit Rates	Use Unit Rates to Compare Ratios	Usa tasas unitarias para comparar razones	Compare the unit rates associated with two or more different ratios	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 3:** Integers, Absolute Value, and The Coordinate Plane	Understand Positive and Negative Integers	Comprende enteros positivos y negativos	Locate the opposite of a given point or number on a number line, recognize the opposite of zero as zero, graph a rational number on a number line, and represent the comparison of two or more rational numbers shown on a number line using an inequality (<, =, >) or a verbal statement	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 3:** Integers, Absolute Value, and The Coordinate Plane	Understand Absolute Value	Comprende el valor absoluto	Interpret inequalities that include absolute values, explain the distinction between the order of rational numbers and the comparison of their absolute values, and compare the absolute values of rational numbers as their distance/direction from zero in the context of real-world problems	6
Level 16: Prerequisite: The Number System and Ratio Concepts	**Topic 3:** Integers, Absolute Value, and The Coordinate Plane	Understand the Four-Quadrant Coordinate Plane	Comprende el plano de coordenadas de cuatro cuadrantes	Represent an ordered pair of integer coordinates as a point on a coordinate plane, name the quadrant of the coordinate plane in which a point will be located, based on the signs of its coordinates, and relate a given quadrant to the signs of the coordinates of any point located in that quadrant	6
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 1**: Scale	Understand Scaled Copies	Comprende copias a escala	Determine unknown length(s) using a scaled copy to solve a mathematical problem	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 1:** Scale	Understand Scale Drawings	Comprende dibujos a escala	Determine actual length(s) using a scale drawing to solve a real-world or mathematical problem and an unknown area using a scaled copy to solve a mathematical problem	7
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 2:** Ratios of Fractions	Find Unit Rates Involving One Fraction	Halla tasas unitarias que incluyen una fracción	Determine unit rates associated with ratios of fractions with like denominators, ratios with decimals given to the same place, or ratios with whole numbers	7
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 2:** Ratios of Fractions	Find Unit Rates Involving Two Fractions	Halla tasas unitarias que incluyen dos fracciones	Determine unit rates associated with ratios of fractions with unlike denominators or ratios with decimals given to different place values	7
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 3:** Proportional Relationships	Identify Proportional Relationships	Identifica relaciones proporcionales	Determine whether two quantities are in a proportional relationship given ratios or verbal descriptions, and determine the constant of proportionality for a proportional relationship when shown in a table, a graph, or presented in an equation in the form $y = kx$	7
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 3:** Proportional Relationships	Write Equations for Proportional Relationships	Escribe ecuaciones para relaciones proporcionales	Determine the constant of proportionality for a proportional relationship when shown in a table, a graph, or presented in an equation in the form $y = kx$, and represent a proportional relationship described by a table or graph, using an equation	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 3:** Proportional Relationships	Graph Proportional Relationships	Representa gráficamente relaciones proporcionales	Given a table, a graph, or an equation in the form $y = kx$, determine if two quantities are in a proportional relationship and determine the constant of proportionality, and represent a proportional relationship described by a table or graph, using an equation	7
Topic 17: Proportional Relationships: Ratios, Rates, and Circles	**Topic 3:** Proportional Relationships	Solve Problems Involving Circles	Resuelve problemas que incluyen círculos	Determine the area of a circle given the radius or diameter of the circle in a real-world or mathematical problem, determine the circumference of a circle in a real-world problem	7
Level 18: Numbers and Operations: Add and Subtract Rational Numbers	**Topic 1:** Add and Subtract Integers	Add Integers Using a Number Line	Suma enteros usando una recta numérica	Represent addition of integers, such as modeling addition expressions on number lines, add integers without the aid of technology, such as calculators, and solve real-world problems involving addition of integers	7
Level 18: Numbers and Operations: Add and Subtract Rational Numbers	**Topic 1:** Add and Subtract Integers	Subtract Integers by Adding Their Opposites	Resta enteros sumando sus opuestos	Subtract integers without the aid of technology, such as a calculator	7
Level 18: Numbers and Operations: Add and Subtract Rational Numbers	**Topic 1:** Add and Subtract Integers	Add and Subtract Integers Without a Number Line	Suma y resta enteros sin una recta numérica	Add and/or subtract integers without the aid of technology, such as a calculator	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 18: Numbers and Operations: Add and Subtract Rational Numbers	**Topic 1:** Add and Subtract Integers	Find Distances on a Number Line	Halla distancias en una recta numérica	Solve real-world problems involving subtraction of integers, and subtract integers without the aid of technology, such as a calculator	7
Level 18: Numbers and Operations: Add and Subtract Rational Numbers	**Topic 2:** Add and Subtract Rational Numbers	Add Rational Numbers	Suma números racionales	Add rational numbers when at least one of the numbers is not an integer, without the aid of technology, such as a calculator, and represent addition, such as modeling addition expressions on a number line	7
Level 18: Numbers and Operations: Add and Subtract Rational Numbers	**Topic 2:** Add and Subtract Rational Numbers	Subtract Rational Numbers	Resta números racionales	Subtract rational numbers when at least one of the numbers is not an integer, without the aid of technology, such as a calculator, and represent subtraction, such as modeling subtraction expressions on a number line	7
Level 18: Numbers and Operations: Add and Subtract Rational Numbers	**Topic 2:** Add and Subtract Rational Numbers	Add and Subtract Rational Numbers	Suma y resta números racionales	Subtract rational numbers when at least one of the numbers is not an integer, without the aid of technology, such as a calculator	7
Level 19: Numbers and Operations: Multiply and Divide Rational Numbers	**Topic 1:** Multiply and Divide Integers	Multiply Integers	Multiplica enteros	Multiply integers without the aid of technology, such as a calculator	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 19: Numbers and Operations: Multiply and Divide Rational Numbers	**Topic 1:** Multiply and Divide Integers	Divide Integers	Divide enteros	Divide integers without the aid of technology, such as a calculator, and interpret the quotient of integers in context	7
Level 19: Numbers and Operations: Multiply and Divide Rational Numbers	**Level 2:** Operations with Rational Numbers	Multiply and Divide Rational Numbers	Multiplica y divide números racionales	Multiply and divide rational numbers when at least one of the numbers is not an integer, without the aid of technology, such as a calculator	7
Level 19: Numbers and Operations: Multiply and Divide Rational Numbers	**Level 2:** Operations with Rational Numbers	Express Rational Numbers as Decimals	Expresa números racionales como decimales	Convert rational numbers to decimals using division	7
Level 19: Numbers and Operations: Multiply and Divide Rational Numbers	**Level 2:** Operations with Rational Numbers	Solve Problems Involving Rational Numbers	Resuelve problemas que incluyen números racionales	Interpret sums and/or differences in context, solve real-world problems involving addition and/or subtraction of rational numbers, and multiply and divide rational numbers without the aid of technology such as a calculator, when at least one of the numbers is not an integer	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 1:** Equivalent Linear Expressions	Equivalent Linear Expressions: Combining Terms	Expresiones lineales equivalentes: Combinar términos	Add, subtract, multiply, and/or expand linear expressions involving integers and/or rational numbers using properties of operations (commutative, associative, distributive, identity, additive inverse)	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 1:** Equivalent Linear Expressions	Equivalent Linear Expressions: Expanding	Expresiones lineales equivalentes: Desarrollar expresiones	Add, subtract, multiply, and/or expand linear expressions involving integers and/or rational numbers using properties of operations (commutative, associative, distributive, identity, additive inverse)	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 1:** Equivalent Linear Expressions	Equivalent Linear Expressions: Factoring	Expresiones lineales equivalentes: Descomponer en factores	Recognize equivalent forms of linear expressions that include rational number coefficients and factor linear expressions with integer or rational number coefficients	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 1:** Equivalent Linear Expressions	Understand Reasons for Rewriting Expressions	Comprende razones para volver a escribir expresiones	Recognize equivalent forms of linear expressions that include rational number coefficients	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 2:** Multi-Step Equations	Understand Multi-Step Equations	Comprende ecuaciones de varios pasos	Represent real-world or mathematical problems using an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r are rational numbers and solve problems that require the explicit or implied solving of an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r are integers	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 2:** Multi-Step Equations	Solve Multi-Step Equations	Resuelve ecuaciones de varios pasos	Solve a real-world or mathematical problem that requires the explicit or implied solving of an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r may or may not be integers	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 2:** Multi-Step Equations	Solve Multi-Step Equations with Grouping Symbols	Resuelve ecuaciones de varios pasos con símbolos de agrupación	Solve a real-world or mathematical problem that requires the explicit or implied solving of an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r may or may not be integers	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 2:** Multi-Step Equations	Write and Solve Multi-Step Equations	Escribe y resuelve ecuaciones de varios pasos	Represent real-world or mathematical problems using an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r are rational numbers and solve problems that require the explicit or implied solving of an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r are integers	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 3:** Inequalities	Add and Subtract to Solve Inequalities	Suma y resta para resolver desigualdades	Solve and graph the solution of an inequality of the form $px + q > r$ or $px + q < r$, where p, q and r are integers and $p = 1$ or -1 and $q \neq 0$, for real-world and mathematical problems (inequalities may also be written using $\geq$ or $\leq$)	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 3:** Inequalities	Multiply and Divide to Solve Inequalities	Multiplica y divide para resolver desigualdades	Solve and graph solutions of inequalities of the form $px + q > r$ or $px + q < r$, where p, q and r are integers or rational numbers and $q = 0$, for real-world and mathematical problems; inequalities may also be written using $\geq$ or $\leq$	7
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 3:** Inequalities	Solve Multi-Step Inequalities	Resuelve desigualdades de varios pasos	Solve and graph the solution of an inequality of the form $px + q > r$ or $px + q < r$, where p, q and r are integers or rational numbers; inequalities may also be written using $\geq$ or $\leq$	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 20: Algebraic Thinking: Expressions, Equations, and Inequalities	**Topic 3:** Inequalities	Use Inequalities to Solve Problems	Resuelve problemas usando desigualdades	Solve a real-world or mathematical problem by writing, solving, and graphing the solution of an inequality of the form $px + q > r$, or $px + q < r$, $p(x + q) > r$, or $p(x + q) < r$, where p is a positive integer and q and r are integers; inequalities may also be written using ≥ or ≤	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 1:** Percent Problems	Solve Percent Problems Involving Subtraction	Resuelve problemas de porcentaje que incluyen la resta	Solve multi-step percent problems involving subtracting from an original amount	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 1:** Percent Problems	Solve Percent Problems Involving Addition	Resuelve problemas de porcentaje que incluyen la suma	Solve multi-step percent problems involving adding to an original amount	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 1:** Percent Problems	Solve Problems Involving Percent Increase	Resolver problemas que incluyen incremento porcentual	Solve multi-step percent problems involving percent increase	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 1:** Percent Problems	Solve Problems Involving Percent Decrease	Resuelve problemas que incluyen porcentaje de disminución	Solve multi-step percent problems involving percent decrease	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 1:** Percent Problems	Solve Problems Involving Percent Error	Resuelve problemas que incluyen error porcentual	Solve multi-step percent problems involving percent error	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 2:** Samples and Populations	Understand Random Sampling	Comprende las muestras aleatorias	Determine a method for gathering a valid representative sample of a population and determine a sample group that is representative of a population	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 2:** Samples and Populations	Make Inferences from Samples About Populations	Haz inferencias a partir de muestras sobre poblaciones	Infer a predicted outcome about a population using data from a random sample of that population	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 2:** Samples and Populations	Reason about Random Samples	Razona sobre muestras aleatorias	Infer a predicted outcome and generalize about a population using data from a random sample of that population	7
Level 21: Proportional Reasoning: Percents and Statistical Samples	**Topic 2:** Samples and Populations	Compare Populations	Compara poblaciones	Contrast two numerical data distributions using measures of center and/or variability when given a visual representation, such as box plots or dot plots, and explain that random sampling tends to produce representative samples	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 22: Geometry: Solids and Angles	**Topic 1:** Area and Surface Area	Solve Problems Involving Area and Surface Area	Resuelve problemas de área y área total	Determine the area of two-dimensional shapes, the surface area of three-dimensional figures, and the surface area of composite three-dimensional figures, in a real-world or mathematical problem; determine unknown dimensions of two-dimensional composite shapes, given the total area	7
Level 22: Geometry: Solids and Angles	**Topic 2:** Solid Figures and Volume	Solve Problems Involving Volume of Right Prisms	Resuelve problemas que incluyen el volumen de prismas rectos	Determine the volume of a cube or right prism presented in a real-world or mathematical problem	7
Level 22: Geometry: Solids and Angles	**Topic 3:** Angles Formed by Intersecting Lines	Find Unknown Angle Measures	Halla medidas de ángulos desconocidos	Determine measures of unknown angles in figures presented in one-step or multi-step real-world or mathematical problems using understanding of supplementary, complementary, vertical, and/or adjacent angles	7
Level 23: Probability: Theoretical Probability, Experimental Probability, and Compound Events	**Topic 1:** Probability	Understand Probability	Comprende la probabilidad	Describe the likelihood of an event as impossible, not likely, as likely as not, likely, or certain, when given a verbal description of the probability model and the event or a probability of the event as a number between 0 and 1; determine the probability of a simple event	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 23: Probability: Theoretical Probability, Experimental Probability, and Compound Events	**Topic 1:** Probability	Find Experimental Probability	Halla la probabilidad experimental	Approximate the probability of a chance event using frequency data of that event that is presented verbally, in a table, in a bar graph, or in a dot plot; predict the outcome of an experiment using an approximated probability	7
Level 23: Probability: Theoretical Probability, Experimental Probability, and Compound Events	**Topic 1:** Probability	Solve Problems Involving Probability Models	Resuelve problemas que incluyen modelos de probabilidad	Compare a theoretical probability of an event to experimental results; explain the effect of increasing the number of trials on the experimental probability of an event; determine the probability of a simple event by using a probability model	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 1:** Multiply and Divide with Fractions	Multiply a Whole Number by a Fraction	Multiplica un número entero por una fracción	Multiply or represent the multiplication of fractions less than 1 by whole numbers, presented without real-world context and/or with the aid of visual models	5
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 1:** Multiply and Divide with Fractions	Divide a Whole Number by a Unit Fraction	Divide un número entero entre una fracción unitaria	Divide whole numbers by unit fractions and represent and solve problems involving the division of whole numbers by unit fractions, presented with and without a real-world context, with the aid of a visual model	5

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 2:** Numerical Expressions	Evaluate, Write, and Interpret Expressions	Evalúa, escribe e interpreta expresiones	Apply grouping symbols and order of operations to evaluate numerical expressions or interpret numerical expressions without evaluating them, and represent a written real-world or mathematical description as a multiple-step numerical expression and vice versa	5
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 3:** One-Variable Equations	Write and Solve Addition Equations	Escribe y resuelve ecuaciones de suma	Represent problems as algebraic expressions with one or two operations and no grouping symbols, determine the value of x, and solve real-world or mathematical problems with a one-variable, one-step equation of the form $x + p = q$ or $px = q$, where p, q, and x are all non-negative rational numbers	6
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 3:** One-Variable Equations	Write and Solve Multiplication Equations	Escribe y resuelve ecuaciones de multiplicación	Determine the value of x and solve real-world or mathematical problems with a one-variable, one-step equation of the form $x + p = q$ or $px = q$, where p, q, and x are all non-negative rational numbers	6
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 4**: The Coordinate Plane	Understand the Four-Quadrant Coordinate Plane	Comprende el plano de coordenadas de cuatro cuadrantes	Represent an ordered pair of integer coordinates as a point on a coordinate plane, name the quadrant of the coordinate plane in which a point will be located, based on the signs of its coordinates, and relate a given quadrant to the signs of the coordinates of any point located in that quadrant	6
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 5:** Scale	Understand Scale Copies	Comprende copias a escala	Determine unknown length(s) using a scaled copy to solve a mathematical problem	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 5:** Scale	Understand Scale Drawings	Comprende dibujos a escala	Determine actual length(s) using a scale drawing to solve a real-world or mathematical problem and an unknown area using a scaled copy to solve a mathematical problem	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 6:** Proportional Relationships	Write Equations for Proportional Relationships	Escribe ecuaciones para relaciones proporcionales	Determine the constant of proportionality for a proportional relationship when shown in a table, a graph, or presented in an equation in the form $y = kx$, and represent a proportional relationship described by a table or graph, using an equation	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 7:** Operations with Rational Numbers	Solve Problems Involving Rational Numbers	Resuelve problemas que incluyen números racionales	Interpret sums and/or differences in context, solve real-world problems involving addition and/or subtraction of rational numbers, and multiply and divide rational numbers without the aid of technology such as a calculator, when at least one of the numbers is not an integer	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 8:** Linear Expressions and Multi-Step Equations	Equivalent Linear Expressions: Combining Terms	Expresiones lineales equivalentes: Combinar términos	Add, subtract, multiply, and/or expand linear expressions involving integers and/or rational numbers using properties of operations (Commutative, Associative, Distributive, Identity, Additive Inverse)	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 8:** Linear Expressions and Multi-Step Equations	Equivalent Linear Expressions: Expanding	Expresiones lineales equivalentes: Desarrollar expresiones	Add, subtract, multiply, and/or expand linear expressions involving integers and/or rational numbers using properties of operations (Commutative, Associative, Distributive, Identity, Additive Inverse)	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 8:** Linear Expressions and Multi-Step Equations	Equivalent Linear Expressions: Factoring	Expresiones lineales equivalentes: Descomponer en factores	Recognize equivalent forms of linear expressions that include rational number coefficients and factor linear expressions with integer or rational number coefficients	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 8:** Linear Expressions and Multi-Step Equations	Solve Multi-Step Equations	Resuelve ecuaciones de varios pasos	Solve a real-world or mathematical problem that requires the explicit or implied solving of an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r may or may not be integers	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 8:** Linear Expressions and Multi-Step Equations	Solve Multi-Step Equations with Grouping Symbols	Resuelve ecuaciones de varios pasos con símbolos de agrupación	Solve a real-world or mathematical problem that requires the explicit or implied solving of an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r may or may not be integers	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 8:** Linear Expressions and Multi-Step Equations	Write and Solve Multi-Step Equations	Escribe y resuelve ecuaciones de varios pasos	Represent real-world or mathematical problems using an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r are rational numbers and solve problems that require the explicit or implied solving of an equation of the form $px + q = r$ or $p(x + q) = r$, where p, q, and r are integers	7
Level 24: Prerequisite: Operations, Expressions, and Relationships	**Topic 9:** Angles Formed by Intersecting Lines	Find Unknown Angle Measures	Halla medidas de ángulos desconocidos	Determine measures of unknown angles in figures presented in one-step or multi-step real-world or mathematical problems using understanding of supplementary, complementary, vertical, and/or adjacent angles	7

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 25: Geometric Figures: Rigid Transformations and Congruence	**Topic 1:** Rigid Transformations and Congruence	Understand Rigid Transformations	Comprende transformaciones rígidas	Recognize congruent angles or segments when figures are rotated, reflected, and/or translated, describe a rotation, reflection, or translation, and identify the image that is a translation, reflection, or rotation of a given figure	8
Level 25: Geometric Figures: Rigid Transformations and Congruence	**Topic 1:** Rigid Transformations and Congruence	Perform Translations in the Coordinate Plane	Realiza traslaciones en el plano de coordenadas	Determine a translation used to create a pair of congruent figures; determine the location of a point on the image of a figure shown on a coordinate plane following a translation; identify the image that is a translation, reflection, or rotation of a given figure	8
Level 25: Geometric Figures: Rigid Transformations and Congruence	**Topic 1:** Rigid Transformations and Congruence	Perform Reflections in the Coordinate Plane	Realiza reflexiones en el plano de coordenadas	Determine a reflection used to create a pair of congruent figures and determine the location of a point on the image of a figure shown on a coordinate plane following a reflection	8
Level 25: Geometric Figures: Rigid Transformations and Congruence	**Topic 1:** Rigid Transformations and Congruence	Perform Rotations in the Coordinate Plane	Realiza rotaciones en el plano de coordenadas	Determine a rotation used to create a pair of congruent figures; determine the location of a point on the image of a figure shown on a coordinate plane following a rotation; identify the image that is a rotation of a given figure	8
Level 26: Geometric Figures: Dilations, Similarity, and Angle Relationships	**Topic 1:** Dilations and Similarity	Understand Dilations and Similarity	Comprende dilataciones y semejanza	Recognize that a dilation preserves the proportions of line segments and measures of angles and that two figures are similar if and only if there is a dilation that maps one to the other; determine scale factor and location of a point from the image of a dilated figure on the coordinate plane	8

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 26: Geometric Figures: Dilations, Similarity, and Angle Relationships	**Topic 1:** Dilations and Similarity	Perform Dilations in the Coordinate Plane	Realiza dilataciones en el plano de coordenadas	Determine the location of a point on the image of a figure shown on a coordinate plane following a dilation, and determine the scale factor, given a figure and its dilation image shown on a coordinate plane	8
Level 26: Geometric Figures: Dilations, Similarity, and Angle Relationships	**Topic 2:** Angles Measures and Relationships	Describe Angle Relationships	Describe relaciones entre ángulos	Determine congruent angles formed by parallel lines cut by a transversal and determine an unknown angle measure using properties of supplementary, vertical, and adjacent angles	8
Level 26: Geometric Figures: Dilations, Similarity, and Angle Relationships	**Topic 2:** Angles Measures and Relationships	Describe Angle Relationships in Triangles	Describe relaciones entre ángulos en triángulos	Determine an unknown angle measure by applying properties of exterior angles of triangles and by applying the fact that the sum of the measures of the interior angles of a triangle is 180°	8
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 1:** Slope and Linear Equations	Find Slope in Proportional Relationships	Halla la pendiente en relaciones proporcionales	Interpret the slope of the graph of a proportional relationship in terms of a real-world context and determine the rate of change (slope) of a linear relationship shown on a graph	8

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 1:** Slope and Linear Equations	Derive Linear Equations	Deduce ecuaciones lineales	Represent a non-vertical line shown on a graph as an equation of the form $y = mx + b$ given two points on the line, including those with variable coordinates, or using similar triangles	8
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 2:** Graph and Solve Linear Equations	Graph Linear Equations in Slope-Intercept Form	Representa gráficamente ecuaciones en la forma pendiente intercepto	Represent a non-vertical line shown on a graph as an equation of the form $y = mx + b$ given two points on the line with numerical coordinates	8
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 2:** Graph and Solve Linear Equations	Solve Linear Equations	Resuelve ecuaciones lineales	Determine the solution to a one-variable linear equation with integer coefficients and when at least one of the coefficients is not an integer, by collecting like terms, and/or using the Distributive Property	8
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 2:** Graph and Solve Linear Equations	Determine Number of Solutions for Linear Equations	Determina el número de soluciones para ecuaciones lineales	Determine the solution to a one-variable linear equation with integer coefficients by collecting like terms, and/or using the Distributive Property, and determine if a one-variable equation has one solution, no solution, or infinitely many solutions	8

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 3:** Systems of Linear Equations	Understand Systems of Linear Equations	Comprende sistemas de ecuaciones lineales	Determine the solution to a system of two linear equations given the equations and a graph showing the solution, and represent and determine the solution to a real-world or mathematical problem that can be represented by a system of linear equations	8
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 3:** Systems of Linear Equations	Solve Systems of Linear Equations: Graphing	Representa en una gráfica sistemas de ecuaciones lineales	Determine the solution to a system of linear equations by graphing the equations on the coordinate plane and determine the solution to a real-world or mathematical problem that can be represented by a system of equations	8
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 3:** Systems of Linear Equations	Solve Systems of Linear Equations: Substitution	Resuelve sistemas de ecuaciones lineales: Sustitución	Determine the solution to a system of linear equations algebraically, using substitution, given the system of equations	8
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 3:** Systems of Linear Equations	Solve Systems of Linear Equations: Elimination	Resuelve sistemas de ecuaciones lineales: Eliminación	Determine the solution to a system of linear equations algebraically, using elimination, given the system of equations	8

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 27: Linear Relationships: Slope, Linear Equations, and Systems of Linear Equations	**Topic 3:** Systems of Linear Equations	Understand Systems of Linear Equations	Comprende sistemas de ecuaciones lineales	Determine the solution to a system of two linear equations given the equations and a graph showing the solution, and represent and determine the solution to a real-world or mathematical problem that can be represented by a system of linear equations	8
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 1:** Understand and Interpret Functions	Identify and Classify Functions	Identifica y clasifica funciones	Determine whether a relationship presented in a table of values, graph, mapping diagram, set of ordered pairs, or verbal description is a function and determine whether a function shown on a graph is linear or nonlinear	8
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 1:** Understand and Interpret Functions	Describe Linear Functions from Graphs	Describe funciones lineales a partir de gráficas	Determine the equation a for a linear function in the form $y = mx + b$; determine the initial value and/or rate of change of a linear relationship shown on a graph	8
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 1:** Understand and Interpret Functions	Describe Linear Functions from Tables	Describe funciones lineales a partir de tablas	Determine the equation for a linear function in the form $y = mx + b$; determine the initial value and/or rate of change of a linear relationship given a table of values; interpret the initial value and/or rate of change in a real-world problem	8
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 2:** Model Functions	Model Linear Functions: Use Initial Value	Representa funciones lineales: Usa el valor inicial	Determine the equation for a linear function in the form $y = mx + b$; determine the initial value and/or rate of change of a linear relationship given the coordinates for a pair of points, a table of values, or a graph; interpret the initial value and/or rate of change in a real-world problem	8

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 2:** Model Functions	Model Linear Functions: Use Two Points	Representa funciones lineales: Usa dos puntos	Determine the equation for a linear function in the form $y = mx + b$; determine the initial value and/or rate of change of a linear relationship given the coordinates for a pair of points or a table of values; interpret the initial value and/or rate of change in a real-world problem	8
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 2:** Model Functions	Model Linear Functions: Use a Verbal Description	Representa funciones lineales: Usa una descripción verbal	Determine the equation for a linear function in the form $y = mx + b$ and determine the initial value (y-intercept) and/or rate of change (slope) of a linear relationship given a verbal description	8
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 3:** Analyze and Compare Functions	Compare Different Representations of Functions	Compara diferentes representaciones de funciones	Determine the initial value and/or rate of change of a linear relationship given a graph, the coordinates for a pair of points or table of values, an equation, or a verbal description; compare the initial values and/or rates of change in the contexts of real-world linear relationships	8
Level 28: Functions: Linear and Nonlinear Relationships	**Topic 3:** Analyze and Compare Functions	Compare Functions to Solve Problems	Compara funciones para resolver problemas	Determine the initial value (y-intercept) and/or rate of change (slope) of a linear relationship given an equation or the coordinates for a pair of points or a table of values; compare the initial values and/or rates of change in the contexts of real-world linear relationships	8
Level 29: Integer Exponents: Properties	**Topic 1:** Properties of Exponents	Apply Properties of Positive Exponents, Part 1	Aplica las propiedades de los exponentes positivos, Parte 1	Generate an equivalent expression by applying the power of a power, the product of powers, and the quotient of powers properties of integer exponents	8

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 29: Integer Exponents: Properties	**Topic 1:** Properties of Exponents	Apply Properties of Positive Exponents, Part 2	Aplica las propiedades de los exponentes positivos, Parte 2	Generate an equivalent expression by applying the power of a product and the power of a quotient properties of integer exponents	8
Level 29: Integer Exponents: Properties	**Topic 1:** Properties of Exponents	Apply Properties of Zero and Negative Exponents	Aplica las propiedades del exponente cero y los exponentes negativos	Generate an equivalent expression and evaluate a numerical expression by applying properties of integer exponents	8
Level 30: Real Numbers: Rational and Irrational Numbers	**Topic 1:** Square Roots and Cube Roots	Find Square Roots and Cube Roots	Halla raíces cuadradas y raíces cúbicas	Determine the square root or cube root of a given number that is a perfect square or a perfect cube and solve equations of the form $x^2 = p$, where p is a positive rational number	8
Level 31: Statistics: Two-Variable Data and Fitting a Linear Model	**Topic 1:** Fitting a Linear Model	Understand Scatter Plots	Comprende diagramas de dispersión	Describe clustering, outliers, or a pattern of association exhibited in bivariate measurement data shown on a scatter plot and classify the expected relationship between two quantities in a real-world situation	8
Level 31: Statistics: Two-Variable Data and Fitting a Linear Model	**Topic 1:** Fitting a Linear Model	Fit a Linear Model to Data	Aproxima un modelo lineal a los datos	Explain why a line is a line of best fit and graph an appropriate line of best fit for a set of data shown on a scatter plot	8
Level 31: Statistics: Two-Variable Data and Fitting a Linear Model	**Topic 1:** Fitting a Linear Model	Write Equations for Linear Models	Escribe ecuaciones para modelos lineales	Interpret the slope and/or y-intercept for a line of fit in the context of bivariate measurement data and extend a given line of best fit on a scatter plot to estimate a data value that is not included	8

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Level	Topic	Lesson Title (English)	Lesson Title (Spanish)	Lesson Skill(s)	Content Grade
Level 31: Statistics: Two-Variable Data and Fitting a Linear Model	**Topic 2:** Two-Variable Data	Understand Two-Way Tables	Comprende tablas de doble entrada	Interpret two-way tables for two categorical variables about the same subject, determine missing values in two-way tables, and justify the use of two-way tables to represent relationships in given data sets	8
Level 31: Statistics: Two-Variable Data and Fitting a Linear Model	**Topic 2:** Two-Variable Data	Construct and Interpret Two-Way Tables	Elabora e interpreta tablas de doble entrada	Determine percentages/relative frequencies between two categorical variables presented in a two-way table, and interpret a two-way table of data for two categorical variables about the same subject	8

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Danielle Collins, Partner Success Manager

Education

- BASc., Early Childhood Education and Teaching, East Stroudsburg University of Pennsylvania

Professional Experience

Curriculum Associates, LLC, Billerica, MA — 2018-Present
Partner Success Manager (2021-Present)
Educational Sales Specialist (2018-2021)

Sylvan Learning, Holly Springs, NC — 2016-2017
Instructor

Tramway Elementary School, Raleigh-Durham-Chapel Hill Area, NC — 2013-2017
Teacher

Bushkill Elementary School, Dingmans Ferry, PA — 2013-2013
Student Teacher

Fair Elections Legal Network, Washington DC-Baltimore Area — 2012-2012
State Coordinator

The Andrew Goodman Foundation, New York, NY — 2012-2012
Ambassador

Jason Arnold, Regional Manager, Partner Success

Education

- B.A./MST, History/Adolescent Education with a minor in Political Science, SUNY Plattsburgh, Plattsburgh, NY

Professional Experience

Curriculum Associates, LLC, Billerica, MA 2010-Present

Regional Manager, Partner Success

Senior Account Manager

- Build strong relationships with school districts using i-Ready Diagnostic & Instruction, an online universal screener, assessment and instruction solution through the cultivation of partnerships to strengthen program implementation
- Ensure i-Ready users are proficient in using the program by identifying user needs and bringing in the Educational Solutions Consultant to provide training and consultative services
- Plan and conduct regular status and check-in meetings with i-Ready users and internal team members to continuously monitor implementations
- Directly address, and coach staff on how to address, educator concerns and ensure the resolution of issues in a timely manner, with follow-up when appropriate

Sales Consultant (2010-2015)

- Led the business development efforts for a leading line of reading and math assessment instruments and intervention solutions for grades K-8 to school districts throughout Virginia and West Virginia.
- Responded to customers' requests and questions in a timely manner, involving the appropriate support staff.
- Created and delivered professional development training sessions for teachers and administrators, ensuring the implementation of solutions with fidelity.

Compass Learning, Austin, TX 2009-2010

Account Executive

- Responsible for business development and customer service for an online assessment and instruction solution for K-12 schools.
- Remained current on educator challenges and trends in K-12 education by attending conferences and prospective and current customer meetings.
- Consulted with educators to develop implementation plans to meet goals in reading and math.

Houghton Mifflin Harcourt, Boston, MA 2004-2009

Sales Consultant

- Responsible for business development and product training for reading and math supplemental educational materials to school districts within the state of Virginia.
- Consulted with districts and schools regarding intervention needs and proposed solutions to fill student skill gaps.
- Worked closely with district administrators to plan and deliver teacher training to increase student proficiency and growth in math, reading, and writing at grades K-8.

Eric Brody, Professional Learning Specialist

Education

- Administrator Certification (092), Sacred Heart University
- M.Ed., Teaching and Learning, George Mason University
- Elementary Education Graduate Certification Program, University of Pittsburgh
- B.S., History/Elementary Education, University of Pittsburgh

Professional Experience

Curriculum Associates, LLC, Billerica, MA 2019-Present

Professional Learning Specialist

- Support districts to select and implement a product with lasting impact on learning
- Work with multiple stakeholders across large audiences
- Support district-wide adoptions of the Ready program and the i-Ready online diagnostic and instruction program
- Help to ensure equity in the classroom by delivering professional development to teachers, coaches and leaders on how to effectively implement Ready and i-Ready to impact classroom learning
- Meet teachers where they are and provide tailored on-site support to teachers, coaches and leaders. This may range from providing lesson planning and pacing support, to helping educators analyze data and apply it to instruction, to working with leaders to identify evidence of implementation successes and challenges
- Collaborate with district leader and site leaders to develop and revise annual professional development plans and schedules
- Serve as a thought leader for Curriculum Associates, exemplifying the company's mission-driven approach and commitment to creating better classrooms for students and teachers

Coventry Public Schools, Coventry, CT 2018-2019

Mathematics Interventionist

- Provide individualized, daily mathematics intervention instruction to identified students in grades 6-8.
- Plan and co-teach mathematics in grade 8
- Evaluate and revise pacing guides, curriculum, and assessments
- Serve as middle school mathematics liaison for the district's SRBI committee

Hebron Public Schools, Hebron, CT 2012-2018

Principal, Hebron Elementary School (2012-2018)

Assistant Principal, Hebron Elementary School (2012-2012)

- Provided daily leadership and supervision for a body of approximately 300 students and 65 certified / non-certified staff members.
- Responsible for the collaborative planning and management of a needs-based school budget.
- Designed master schedules using input from a cross-section of school stakeholders.

- Developed, facilitates and organizes school committees, staff meetings and professional development to ensure the alignment and implementation of district curriculum and goals.
- Managed school-wide PBIS program to maintain a safe, healthy, and peaceful climate within the school, including the use of the Second Step curriculum.
- Member of the district's Administrative Cabinet which promotes collaborative discussion and cohesive implementation of district-wide programs and objectives.
- Administrative advisor on the district's Data Team, Professional Development (PDEC), Curriculum Design, Technology and Health and Safety committees.
- Conducted teacher evaluations, goal setting and data-related conferences, and individualized professional development that promote personal growth and reflection for all staff.
- Worked collaboratively with the Director of Pupil Services to expand, promote and assess the progress of full-day preschool and School Readiness programs.
- Administrative facilitator of IEP and 504 meetings.
- Participated in monthly school walkthroughs with Superintendent to determine effectiveness of instructional strategies and curriculum implementation.
- Experience and proficiency using Powerschool, NWEA, iReady, Phoenix, Edreflect (Bloomboard), IEP Direct, Veratime and Aseop management systems.

Marlborough Public Schools, Marlborough, CT 2008-2012
K-6 Mathematics/Science Specialist

Willington Public Schools, Willington, CT 2006-2008
K-8 Mathematics Content Coach

Fairfax County Public Schools, Fairfax County, VA 1996-2005
Classroom Teacher, Grades 5 & 6

Nick Timmins, Associate Manager, Professional Learning

Education

- Master of Education in Education Leadership, Organizations, and Entrepreneurship, Harvard Graduate School of Education, 2022
- Bachelor of Science in Advertising/Public Relations with a music emphasis, Texas Christian University, 2008

Professional Experience

Curriculum Associates, LLC, North Billerica, MA 2021-Present
Associate Manager, Professional Learning
Educational Consultant

- Lead planning and implementation for 3 MA school districts, and facilitate high-quality onsite and virtual professional development, training, support, data analysis, and regularly communicate consultatively with school teachers and leaders

McGlone Academy, Denver Public Schools, Denver, CO 2018-2021
3-5 Assistant Principal and Manager of Senior Team Leads

- Managed Senior Team Leads by providing weekly observations and feedback for teachers through one-on-one coaching conversations; coached my coaches by observing alongside them and providing them feedback on their feedback
- Led an academy of 25 teachers, 10 paras, and 4 leaders, serving 360 students in grades 3-5; responsible for driving the academic programming and student culture of the academy while working closely with fellow APs and principal; led on-going professional development; often focusing on strong, grade-level literacy instruction and small-group differentiation
- Led and coached teachers in literacy instruction; revamped literacy structure across all grades to better serve the needs of our students – implemented an academy-wide targeted guided reading block

Roots Elementary, Denver, CO 2017-2018
Assistant Principal

- Coached 8 kindergarten – 4th grade teachers, providing weekly lesson plan feedback, weekly classroom observations and feedback through one-on-one coaching conversations, as well as weekly data meetings; Oversaw the Roots Fellowship for 5 first-year teachers with Relay Graduate School of Education (SY18)
- Owned school-wide academic metrics; created and led implementation of a daily school-wide Guided Reading Flood Block, created and supported the implementation of curriculum and assessments for all grades

Strive Prep, Denver, CO 2016-2017

Principal Fellow, Director of Elementary Curriculum

- Coached 6 teachers on the second grade team, providing weekly lesson plan feedback and biweekly classroom observations and feedback through one-on-one coaching conversations, including the close monitoring and coaching of a teacher placed on a performance improvement plan
- Led school-wide professional development sessions to a staff of 40 teachers on curriculum, instructional practices, and diversity, equity & inclusion

Chicago Collegiate Charter School, Chicago, IL 2015-2016

4th Grade Math Teacher, Instructional Technology Coordinator

- Created and implemented long-term, unit and daily math lesson plans and instructional vision for 53 4th graders; led my students to make an average of 1.1 years of growth on the NWEA MAP math test

KIPP Ascend Primary School, Chicago, IL 2010-2015

Miles Family Fellow, Dean of Primary (2014-2015)

- Managed and coached 9 teachers across the second grade team, ancillary team and special education team
- Observed and provided weekly feedback and created actionable next steps through one-on-one conversations
- Created and led math instructional vision; managed math instructional chair around implementation of internal assessments, cognitively guided instruction, and math instructional technology into math across all K-4 classrooms

Math Instructional Chair, First Grade Teacher, Manager (2013-2014)

- Led a team of 4 teachers across all grade-levels (K-3) in planning strong, led on-going professional development sessions for 22 teachers, Created year-long curriculum maps for K-3

Founding First Grade Level Chair, First Grade Teacher, Manager (2011-2013)

- Led 1st grade team to highest growth levels in school's performance history for both math and literacy
- Managed a first grade teacher to support her in achieving development and growth goals for herself and her students

Founding Literacy and Music Teacher (2010-2011)

- Created, developed and executed the vision for daily kindergarten music instruction for 97 students; developed the overall vision of literacy instruction for the school

Teach for America, Chicago, IL 2014-2014

School Director, Teach For America Chicago Institute

- Established a school vision, priorities and goals for a school site for 32 corps members from NYC and Detroit; Managed and coached a team of 5 TFA summer instructional staff members

KIPP Shine Prep/ Teach for America, Houston, TX 2008-2010

First Grade Teacher, 2008 Corps Member

- Led students to achieve an average of 1.3 years of reading growth, ending the year reading on an average grade-level of 2.6, as well as 92% mastery of first-grade math objectives

Justin Syroka, Director, Professional Learning

Education

- M.Ed., Educational Administration and Leadership, Ashland University, Ashland, OH
- Educational Administration and Leadership, Bowling Green State University, Bowling Green, OH
- B.S., Education, The University of Toledo, Toledo, OH

Professional Experience

Curriculum Associates, LLC 2017-Present
Director, Professional Learning (2014-Present)
Associate Director, Professional Development (2023-2024)
Senior Manager, Professional Development (2020-2022)
Professional Development Specialist (2017-2018)
Educational Consultant (2017-2017)

- Delivers training and onsite support related to i-Ready and Ready Common Core solutions
- Schedules day-to-day team members working with sales, district and school leaders to coordinate training, initial planning, and ongoing support for i-Ready and Ready Common Core solutions

Olentangy Local School District, Lewis Center, OH July 2010-December 2017
Principal. Cheshire Elementary School

Solution Tree, Bloomington, IN March 2016
Book Reviewer

Battelle for Kids, Columbus, OH June 2015-July 2015
Educational Consultant

Olentangy Local School District, Lewis Center, OH July 2006-June 2010
Assistant Principal, Wyandot Run Elementary School (July 2008-June 2010)

Fourth Grade Teacher/Team Leader/Building Leadership Team (July 2006-July 2008)

Perrysburg Exempted Village Schools, Perrysburg, OH July 2005-July 2006
Fifth Grade Teacher, Fort Meigs Elementary School

Anthony Wayne Local School District, Whitehouse, OH July 2000-July 2005
Sixth Grade & Third Grade Teacher, Fallen Timbers Middle School & Whitehouse Primary School

Pettisville Local School District, Pettisville, OH August 1999-July 2000
Second Grade Teacher, Pettisville Elementary School

Lisa Cattaruzza, Educational Sales Consultant

Education

- B.S., Management, Fairfield University

Professional Experience

Curriculum Associates, LLC, North Billerica, MA 2013-Present
Educational Sales Consultant

- Works directly with customers to understand their needs and provide effective solutions
- Facilitates product implementation and provides high-level support to ensure long term success for all customers
- Represents Curriculum Associates by excelling in building relationships with clients on state, district, and school levels
- Serves school systems through a myriad educational tools with a core emphasis research-based, classroom-proven materials flexible, focused, and targeted instruction to help educators effectively address the diverse levels and needs in every classroom
- Employs a deep and ongoing understanding of product information, critical to revenue growth and company success

Teacher Created Materials Publishing, Huntington Beach, CA 2010- 2013
Supplemental Sales Representative for CT, RI and MA

McGraw-Hill Publishers, New York, NY 2009-2010
PreK-6 Textbook and E-Product Sales for CT and RI

Harcourt School Publishers/ Houghton Mifflin Harcourt, Boston, MA 2006-2009
Pre K-6 Textbook and E-Product Sales for CT, VT, and RI

Shore Publishing, LLC, Madison, CT 2003-2006
Advertising Account Executive

The Hessel Group/INEO 1994-2003
Training/Sales/Marketing Manager

Prudential Real Estate & Relocation, Fort Wayne, IN 1985-1994
Director of Client Services

Pearson, London, United Kingdom 2007-2012
Account Executive

- Strategically grew NovaNET market share in NY from zero business in 2007, into a top revenue producing territory nationwide in less than 18 months
- Delivered 104% of goal, 2008. Accomplished 312% of goal and #2 AE overall, 2009
- Finished 130% of goal and #4 AE overall, 2010
- Achieved 98% of goal, 2011. Maintained a 93% renewal rate in NY over 5 years
- Achieved President's Club, 2008, 2009 & 2010

Spectrum K-12 School Solutions, Towson, MD 2002-2007
Account Executive

- Accountable for selling customized/automated IEP solutions to large urban school districts with total student enrollments of 20,000 students or greater (Territory included MD and TX)
- Conducted multiple customer needs analysis interviews, & presented detailed follow-up reports as part of the consultative/individualized sales process
- Consistently negotiated multi-year paid up front contracts, resulting in annual sales totaling more than $2M

NCS Pearson, Bloomington, MN 1999-2002
Implementation Specialist/Account Executive

- Supported three Strategic Account Executives to ensure successful SASIxp implementations for large district implementations, (20K+ total enrollments), within the East Coast and Midwest
- Rapidly promoted to Account Executive on the strength of outstanding performance, and multiple stellar customer reviews
- Responsible for expanding the Student Information Software (SIS) business for NCS Pearson in NY over 150% in two years
- Managed the BOCES/RIC partnership for NCS Pearson to ensure the support of SASIxp on a statewide scale

Greece Central School District, North Greece, NY 1996-1999
High School English Teacher

- Taught Sr. English (British Literature) and Journalism (11th and 12th grade)

Jeff Ohmer, Sales Director

Education

- M.S., Education and School Administration, Johns Hopkins University
- B.S., Elementary Education, Indiana University of Pennsylvania

Professional Experience

Curriculum Associates, LLC 2018-Present

Sales Director

- Regional Manager for the Northeast states
- Works directly with educators to understand their needs and provide effective solutions
- Facilitates product implementations and provides high-level support to ensure long term success for all educators

McGraw-Hill Education 2003-2018

National Manager, Achievement Solution Group

- Managed a team of eight sales representatives covering 27 states to support sales across the eastern half of the United States. Worked with the team and developed strategies and plans to work with other sales representatives and management to secure high level appointments, position appropriate solutions, to secure both new and incremental business along with promoting sales of professional development. Partnered with services team to develop and deliver effective professional development solutions to assure a successful implementation and renewal business.

Senior National Curriculum Specialist

- Responsible for supporting Marketing and Product Development Teams with launching new core resources in the market. Trained both internal and external stakeholders' content and positioning in the field. Developed training materials for both the field and for customers. Featured on the Online Professional Learning Environment.

Senior Curriculum Specialist

- Responsible for developing and executing a plan for supporting the ongoing implementation of research validated resources in K-12 classrooms. Worked with district level administration to develop plans for supporting teachers with implementing the resources with a high degree of fidelity.

District Manager

- Responsible for managing a regional sales team to support sales in the Northeast Region. Developed marketing and sales related activities to support the region while maintaining related budget lines. Directly related to these responsibilities was the collaborative development of cost effective and accountable professional development.

National Consultant

- Responsible for developing and implementing professional development curricula for teachers focusing on effective classroom instruction and for administrators focusing on implementing and evaluating effective classroom instruction. In addition, created sales presentations and overview presentations for a wide range of products and was responsible for incorporating technology in presentations to utilize the resources available for teachers in their classrooms.

Consultant Manager

- Responsible for managing a team of eight regional consultants as well as the national per diem consultants. Duties included managing $1.0 million expense budget, training teams to support program implementations, and developing Train the Trainer sessions to support program implementations across the region.

Regional Consultant

- Planned and delivered professional development to teachers, parents, and school leaders. Led program implementations in large, urban school districts in the Mid-West.

Baltimore City Public Schools 1998-2002

Classroom Teacher

- Taught Kindergarten and First Grade using research validated literacy and mathematics solutions. Served as a demonstration teacher for the district to support other teachers in need of additional professional development.

Sandy Batista, VP, Warehouse & Customer Service

Education

- B.S., Business Administration, Southern New Hampshire University
- A.S., Information Technology, Southern New Hampshire University
- Logistics Degree Program, Community College of the Air Force

Professional Experience

Curriculum Associates, LLC, Billerica, MA 2008-Present
VP, Warehouse & Customer Service (2018-Present)
Director of Customer Service & Warehouse Operations (2015-2018)
Customer Service Manager (2008-2015)

- Responsible for developing, organizing and coordinating customer service departmental operations and procedures in order to ensure organizational effectiveness and efficiency
- Develops a strong team environment encouraging a positive and motivated sales force
- Ensures workflow efficiencies, customer service excellence, and quality assurance
- Participates in work of subordinates to facilitate productivity and overcome difficult aspects of work

Triumph Learning, Northborough, MA 2008- 2008
Director of Quality Control

- Reviewed current policies and procedures
- Performed checks and balances on systems to ascertain strengths and weaknesses
- Worked with department heads to enhance or develop, implement, and document new processes
- Ensured that the products, services, or processes met specific requirements and were fiscally sound
- Early detection and prevention of problems using statistical process control, existing web reports, and creation of custom reports through SQLServer
- Observed employees to ensure adequate skills, or training existed, and directions are comprehended
    - Recommended corrective actions to avoid diminished quality in service and product

Options Publishing, Merrimack, NH 1999-2008
Director of Operations and IT (2006-2008)

- Installed, managed and upgraded computer systems
- Bought hardware and software
- Ensured back-up systems operated effectively
- Maintained organizational policy in regard to the information system by implementing IT policies, procedures, and best practices
- Aligned company objectives

- Inspected, evaluated, identified, and established yearly budget of software and equipment needed to maintain and improve daily operations
    - Kept costs 35% below budget for 2007
- Key leader in the launch of the Customer Relationship Management system
- 24 hours, 7 days a week full desktop support for in-house staff, regional VPs and field sales reps
- Installed Windows 2003 server in satellite office without disruption to daily operations

Director of Production (1999-2006)

- Oversight of production department, including costs and staff management
- Scheduled and prioritized work in progress
- Maintained key interface between product development department and printing vendors
- Held responsibility for both short and long term production strategy plans
    - Used current and efficient production strategies
- Performed administrative/managerial services to maintain 6 months inventory on-hand
- Met strict production deadlines to ensure 100% order completion, zero backorders

United States Air Force, Travis Air Force Base, CA 1988-1998
Inventory Management Specialist

- Supervised customer service, equipment management, and stock control departments
- Provided item and monetary accounting services for financial planning and funds control
- Established requisitions and tracked parts through manufacturing at Lockheed-Martin using an asset sourcing system
- Coordinated with communications specialist to establish requirements for a new $1.2 million dollar LAN system to support and ensure connectivity to organizations base wide
- Ensured 100 percent accountability of communications security assets, valued at $8.7 million
- Conducted weekly classes for external and internal customers on ordering procedures

Curriculum Associates®

Prepared For:
Darren Schwartz
Waterbury Public Schools
236 Grand St,
Waterbury, CT 06702

4/14/2026

Dear Darren Schwartz,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2026-2027 Quote ID: 451106.6 Quote Valid through: 12/31/2026

Product	List Price	Net Price
i-Ready	$72,960.00	$69,312.00
Toolbox	$25,344.00	$21,540.00
Professional Learning	$20,200.00	$19,200.00
i-Ready Partners Services	$0.00	$0.00
	List Total:	$118,504.00
	Savings:	$8,452.00
	Shipping/Tax/Other:	$0.00
	Total:	$110,052.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Lisa Cattaruzza
(203) 848-8435
lcattaruzza@cainc.com

i-Ready Partners Services Includes:

- *Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment*
- *Implementation Management: Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management*
- *Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Learning sessions, and i-Ready Central Self-Service Resources*
- *Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support*

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 451106.6 Date: 4/14/2026 Quote Valid through: 12/31/2026

Prepared For:
Darren Schwartz
Waterbury Public Schools
236 Grand St,
Waterbury, CT 06702
dschwartz@waterbury.k12.ct.us
2035748000

Your Representative:
Lisa Cattaruzza
(203) 848-8435
lcattaruzza@cainc.com

Crosby HS 300 Pierpont Rd, Waterbury, CT 06705

Total Building Enrollment: 1453, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	Multiple	40124.0	1	$500.00	$0.00	$0.00
i-Ready Assessment and Personalized Instruction Math Per Student License Grades 9-12 2 Years	9-12	43889.0	600	$60.80	$57.76	$34,656.00
Teacher Toolbox Access Math Per Student 2 Years	Multiple	19279.0	600	$21.12	$17.95	$10,770.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27940.0	1	$0.00	$0.00	$0.00
					Subtotal:	$45,426.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$45,426.00

John F Kennedy HS 422 Highland Ave, Waterbury, CT 06708

Total Building Enrollment: 1391, Grade Range: 9 - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Online Educator Learning Site License - Digital PL Courses and Personalized Learning to Complement Professional Learning Sessions	Multiple	40124.0	1	$500.00	$0.00	$0.00
i-Ready Assessment and Personalized Instruction Math Per Student License Grades 9-12 2 Years	9-12	43889.0	600	$60.80	$57.76	$34,656.00
Teacher Toolbox Access Math Per Student 2 Years	Multiple	19279.0	600	$21.12	$17.95	$10,770.00
i-Ready Partners Implementation Support - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 2 Years	Multiple	27940.0	1	$0.00	$0.00	$0.00
					Subtotal:	$45,426.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$45,426.00

Waterbury Public Schools 236 Grand St, Waterbury, CT 06702

Total Building Enrollment: 12084, Grade Range: PK - 12

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
Professional Learning (8 Paid/4 Free Sessions)	Multiple	ZZ003.0	1	$19,200.00	$19,200.00	$19,200.00
					Subtotal:	$19,200.00
					Shipping:	$0.00
					Tax:	$0.00
					School Subtotal:	$19,200.00

Total

List Total:	$118,504.00
Savings:	$8,452.00
Merchandise Total:	$110,052.00
Voucher/Credit:	$0.00
Estimated Tax:	$0.00
Estimated Shipping:	$0.00
Total:	**$110,052.00**

Special Notes

15% Partnership Discount applied to Toolbox contingent upon purchase of i-Ready.
5% discount applied to i-Ready based on scope of quote. Payment terms as follows: a total of $55,026 is due annually by July each year, with each school responsible for an annual payment of $27,513.

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y3

Curriculum Associates®

Information on Professional Learning Sessions

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. In the event of a (i) government-declared public health emergency or (ii) weather event, that materially impacts in-person instruction, sessions may transition to a virtual format. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot safely reach a session site, or if adequate health safety measures cannot be put in place.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice.

Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Notice for Usage of Teacher Toolbox Materials

Thank you for your interest in Teacher Toolbox! Teacher Toolbox is a digital collection of instructional materials, designed to support teachers in delivering research-based instruction, remediation, and enrichment to students in Grades K–8.

Your Teacher Toolbox subscription provides access to Teacher Toolbox content for Grades K–8. During this time, educators may use Teacher Toolbox materials during whole class and small group instruction, for individual assignments, and may post student-facing Teacher Toolbox PDFs on a password-protected learning management system (LMS). Please be aware that files expire on June 30 of each year for purposes of Teacher Toolbox maintenance and updates. If you add files to an LMS, this expiration date may require that you re-load these files after this date.

Curriculum Associates, 153 Rangeway Road, North Billerica MA 01862-2013
Phone: 800-225-0248, Fax: 800-366-1158, E-Mail: orders@cainc.com, Website: CurriculumAssociates.com

i-Ready Partners

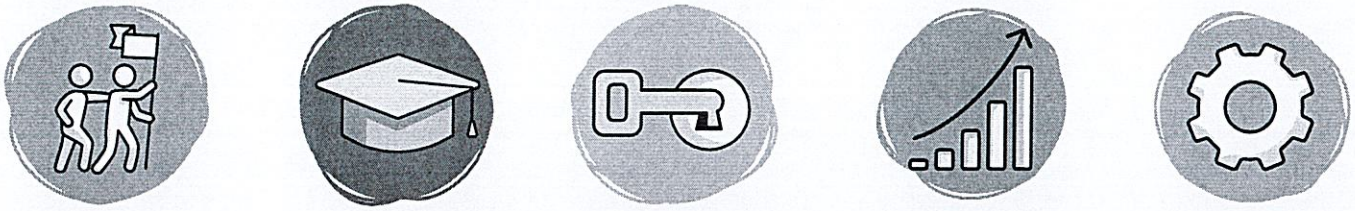
Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *i-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- **An Account Manager You Know on a First-Name Basis:** Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- **Consultative Professional Development Planning:** Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- **Real-Time Achievement Data after Every Assessment:** Detailed student achievement analytics to empower data-driven practices in classrooms.
- **Educational Consultants to Help You Know What's Coming Next:** Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management | **Professional Development** | **Educational Consultants** | **Achievement Analytics** | **Technical Support**

Your *i-Ready Partners* Team

Dedicated to helping you implement *i-Ready* programs and achieve your district goals



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Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Submit PO by Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Submit Order by Check:
Curriculum Associates, LLC
PO Box 936600
Atlanta, GA 31193-6600

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1- 800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
$74.99 or less	Max charge of $12.75
$75.00 to $999.99	12% of order
$1,000 to $4,999.99	10% of order

Order Amount	Freight Amount
$5,000.00 to $99,999.99	9% of order
$100,000 and more	8% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is **500lbs.**

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service $1000/delivery/site

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change $500/shipment location
- Freight Storage $1000/shipment location
- Freight Carrier Redelivery $350/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under $50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1- 800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at curriculumassociates.com/support/privacy-and-policies. To the extent that any of the terms herein come into conflict with CA's existing contractual obligations and legal liabilities, the parties agree to enter into good faith negotiations to re-negotiate the terms herein.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1 -800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, i-Ready Classroom® student and teacher sets, and Magnetic Foundation and Literacy classroom kits.

#16

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: April 27, 2026

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of **Amendment No. 1** to the **Professional Services Agreement RFP No. 7611** between the **City of Waterbury** and **Access Rehab Centers, LLC**

The Special Education Department requests the approval of the **Professional Services Agreement RFP No. 7611** between the **City of Waterbury** and **Access Rehab Centers, LLC**. This Amendment extends the existing Professional Services Agreement with **Access Rehab Centers, LLC** for the provision of Occupational and Physical Therapy services to Waterbury Public School District students with special needs.

Key Provisions:

- **Contract Extension:** The term of the agreement is extended by one year, shifting the contract end date from June 30, 2026, to **June 30, 2027**.
- **Financial Impact:** The total compensation for the full term (July 1, 2023 – June 30, 2027) is set at a "not to exceed" amount of **$4,260,221.00**.
- **Contract Year 2026–2027 Allocation:** For the additional year, the compensation is capped at **$1,065,055.25**, maintaining an hourly rate of **$89.96**.
- **Consistency:** All other terms, conditions, and provisions outlined in the original agreement dated June 30, 2023, remain in full force and effect.

The amendment shall commence on the date fully executed by the Mayor and will terminate on June 30, 2027. This one-year amendment ensures a robust pipeline of specialists to meet the diverse needs of our special education community. The Professional Services Agreement will be paid through General Funds.

AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7611
for
Occupational and Physical Therapy Services
between
The City of Waterbury, Connecticut
and
Access Rehab Centers, LLC

THIS AMENDMENT ("Amendment"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **ACCESS REHAB CENTERS, LLC,** a State of Connecticut duly registered domestic limited liability company with a principal place of business located at 22 Tompkins St., Waterbury, CT 06708 (the "Consultant").

WHEREAS, the parties entered into an agreement for the purpose of Consultant providing occupational and physical therapy services to Waterbury Public School District students with special needs, dated June 30, 2023 (the "Agreement");

WHEREAS, the parties wish to amend the Agreement to extend the contract term from June 30, 2026 to June 30, 2027 and provide for additional compensation, as set forth herein for contract year July 1, 2026 to June 30, 2027;

WHEREAS, Paragraph 21 of said Agreement requires that any amendment to said Agreement must be in writing and agreed to and executed by the City and Consultant.

NOW THEREFORE, in consideration of the mutual promises and covenants and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

5. Contract Time. Consultant shall commence all work and services required under this Contract on July 1, 2023 and shall complete all work and services required under this Contract by June 30, 2027. ("Contract Time").

2. Section 6.1 "Fee Schedule" of the Agreement shall be amended to read as follows:

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **FOUR MILLION TWO HUNDRED SIXTY THOUSAND TWO HUNDRED TWENTY-ONE AND 00/100 DOLLARS ($4,260,221.00)** for the entire term of this Agreement, and shall be in accordance with Consultant's Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024
An amount not to exceed……$1,044,004.50
Based on the hourly rate of…….$86.46 per hour

6.1.2. July 1, 2024 – June 30, 2025
An amount not to exceed…….. $1,064,894.25
Based on the hourly rate of……$88.19 per hour

6.1.3. July 1, 2025 – June 30, 2026
An amount not to exceed…….. $1,086,267.00
Based on the hourly rate of……$89.96 per hour

6.1.4. July 1, 2026 – June 30, 2027
An amount not to exceed……..……...…..$1,065,055.25
Based on the hourly rate of……$89.96 per hour

Total Cost Not to Exceed……..$4,260,221.00

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated June 30, 2023, as amended, shall remain in full force and effect and binding upon the parties.

WITNESS: **CITY OF WATERBURY**

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

_____ Date: _____

WITNESS: **ACCESS REHAB CENTERS, LLC**

_____ By: _____
Name:
Its:

_____ Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Access Rehab - Occupational & Physical Therapy Services Amendment 1 CRT26-122\Drafts\Amendment No 1.docx

#18

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

May 4, 2026

Executive Summary: Professional Services Agreement (RFP No. 8719)

Project: Board Certified Behavioral Analysts (BCBA) Services

Subject: Approval of Professional Service Agreement between City of Waterbury and Apex Educational Solutions, LLC (RFP 8719)

Recipients: Waterbury Board of Education and Waterbury Board of Aldermen

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Overview

This agreement formalizes the selection of **Apex Educational Solutions, LLC** to provide specialized behavioral health services for Waterbury Public Schools. The partnership is designed to ensure the District remains in compliance with federal and state mandates regarding the education of students with disabilities, ages 3-22, by providing high-level behavioral expertise.

Scope of Services

Apex Educational Solutions, LLC will provide up to **three (3) Board Certified Behavior Analysts (BCBAs)**. Key responsibilities include:

- **Direct Student Support:** Delivery of behavioral services to students with disabilities (ages 3–22).
- **IEP Compliance:** Administration and implementation of services as dictated by students' Individual Education Plans (IEPs).
- **Extended Programming:** Coverage during the standard school year as well as specialized summer programs.
- **Supervision:** All analysts will operate under the guidance of a designated Program Manager provided by the Consultant to ensure quality and consistency.

Selection Process & Competitive Advantage

Following a rigorous competitive bidding process, **Apex Educational Solutions, LLC** was selected as the winning bidder out of **11 competing vendors**.

Notably, by awarding this contract to Apex, the City of Waterbury secures a strategic financial advantage. Apex Educational Solutions, LLC is the successful bidder for RFPs 8719, 8720, and 8721. As the sole provider across all three projects, the vendor has extended a **bundled discount** to the City, providing significant cost savings compared to the individual proposal pricing of other competitors.

Financial Terms

The contract is structured with a "not-to-exceed" cap to ensure fiscal predictability.

- **Total Initial Term Ceiling:** $1,356,300.00
- **Annual Maximum:** $452,100.00 per year
- **Rate Schedule:**
  - **Year 1 (Effective Date – June 2027):** $110.00/hour
  - **Year 2 (July 2027 – June 2028):** $113.00/hour
  - **Year 3 (July 2028 – June 2029):** $116.50/hour
  - **Option Periods (2029–2031):** Escalating rates of $120.00 and $123.00/hour.
- **This contract will be paid out of IDEA 611 funds.**

Strategic Justification

By securing this agreement, the Waterbury Board of Education ensures:

1. **Regulatory Compliance:** Meeting legal obligations for students requiring behavioral intervention in district-wide Autism programs as per their individualized education plans (IEPs).
2. **Professional Standards:** All personnel are certified by the Behavioral Analyst Certification Board, ensuring a high tier of clinical care.
3. **Scalability:** The district retains the ability to utilize up to three experts based on fluctuating student needs and IEP requirements.

Recommendation

Apex Educational Solutions, LLC offers the most comprehensive and cost-effective solution for our student support needs. Their ability to integrate services across multiple district RFPs ensures operational efficiency and fiscal responsibility. We recommend that the Board of Education and the Board of Aldermen approve this contract to ensure consistent, high-quality behavioral support for our students starting July 1, 2026.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8719
For
BOARD CERTIFIED BEHAVIORAL ANALYSTS

between
The City of Waterbury, Connecticut
and
Apex Educational Solutions, LLC

THIS AGREEMENT, effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY, (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Apex Educational Solutions, LLC (the "Consultant"), a State of Connecticut duly registered domestic limited liability company with a principal place of business located at 95 Main Street, Suite 2, East Hampton, CT 06424 ("Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8719** for **BOARD CERTIFIED BEHAVIORAL ANALYSTS** ; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8719**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to three (3) Board Certified Behavior Analysts (BCBAs), certified by the Behavioral Analyst Certification Board, to provide behavioral and related services to Waterbury Public School District students with disabilities ages 3-22 under the supervision of a program manager designated by Consultant, including the administration and provision of services set forth in students' Individual Education Plans ("IEPs"), or as directed by the School District during the school year and the summer program, if applicable,

and as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the 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 Addendum #1, dated March 30, 2026, to RFP 8719, consisting of 8 pages, attached hereto;
1.1.2 City of Waterbury RFP 8719, consisting of 12 pages, attached hereto;
1.1.3 Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8719," consisting of 1 page, attached hereto;
1.1.4 Consultant's Response to City RFP 8719, excluding City forms, consisting of 86 pages, attached hereto;
1.1.5 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive affidavit, as provided and executed by Consultant, incorporated herein by reference;
1.1.6 Certificates of Insurance, incorporated herein by reference;
1.1.7 Licenses, incorporated herein by reference;
1.1.8 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated herein by reference

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 Federal, State and local laws, regulations, charter and ordinances
1.2.2 Any amendments to this Contract
1.2.3 This Contract, consisting of 29 pages
1.2.4 Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8719," consisting of 1 page
1.2.5 Addendum #1, dated March 30, 2026, consisting of 8 pages
1.2.6 City's RFP No. 8719, consisting of 12 pages
1.2.7 Consultant's Response to RFP 8719, excluding City forms, consisting of 88 pages

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

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

2.5. Activities, Work, and Services Performed on other City Property (Non-

Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6. 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.

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by 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.

2.6.2 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. Consultant shall instruct its employees of their obligations to comply with FERPA.

2.7 Student Data Requirements.

2.7.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Sub-Grantee.

2.7.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee 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 Sub-Grantee. 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 Sub-Grantee 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 Sub-Grantee 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.

2.7.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

2.7.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee 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 Sub-Grantee, and correct any erroneous information therein.

2.7.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

2.7.6 The Sub-Grantee 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 Sub-Grantee of a breach of Student Data, the Sub-Grantee 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.

2.7.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Sub-Grantee after the expiration of

such Agreement for the purpose of storing student- generated content.

2.7.8 The Sub-Grantee 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.

2.7.9 The Sub-Grantee 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.

2.7.10 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.

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 weekly invoices with transparent backup documentation, and written reports upon request 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.

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 initial contract term shall be for three (3) years, commencing on July 1, 2026 and terminating on June 30, 2029 ("Initial Term").

5.1 Option Periods. The City shall have the option, at its sole discretion and upon reasonable notice to the Consultant, to extend this agreement pursuant to the same terms and conditions stated herein for two (2) additional one (1) year terms:

5.1.1. Option 1: July 1, 2029 – June 30, 2030
5.1.2. Option 2: July 1, 2030 – June 30, 2031

5.2 Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

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

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **ONE MILLION THREE HUNDRED FIFTY SIX THOUSAND THREE HUNDRED AND 00/100 DOLLARS ($1,356,300.00)** for the Initial Term and shall not exceed **FOUR HUNDRED FIFTY TWO THOUSAND ONE HUNDRED AND 00/100 DOLLARS** for any one year of the Contract, and be in accordance with the Consultant's proposal entitled "Cost Schedule – RFP 8719" and as follows:

6.1.1. Effective Date – June 30, 2027:	$ 110.00 per hour
6.1.2. July 1, 2027 – June 30, 2028	$ 113.00 per hour
6.1.3. July 1, 2028 – June 30, 2029	$ 116.50 per hour
6.1.4. Option 1: July 1, 2029 – June 30, 2031	$ 120.00 per hour

6.1.5. Option 2: July 1, 2029 – June 30, 2031 $ 123.00 per hour

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8719** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

8.3. The Consultant understands and agrees that any insurance required by this

Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

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

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

8.6. In the event this Contract and/or the 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

9.4.1 General Liability Insurance:
$1,000,000.00 Each Occurrence,
$2,000,000.00 General Aggregate
$2,000,000.00 Products and Completed Operations Aggregate

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: 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

9.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

9.4.5 Professional Liability Insurance/E&O:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

9.4.6 Abuse/Molestation Liability:
$1,000,000 Each Occurrence
$1,000,000 Aggregate

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and

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

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees

and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

16.1. The Consultant shall be as fully responsible to the City for the acts and

omissions of the Consultant's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Consultant.

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

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

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

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. 8719** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8719.**

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: Apex Educational Solutions, LLC
95 Main Street, Suite 2
East Hampton, CT 06424

City: City of Waterbury
c/o Wendy Johns, Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

With a copy to: City of Waterbury Office of the Corporation Counsel
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, some 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:

_____

_____

CITY OF WATERBURY

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

Date:_____

WITNESSES:

Erin L Dyett
Erin L. Dyett

Susan Fisher

May 4, 2026
Date:

APEX Educational Solutions

By: Jase Doane
JASE DOANE

Its: COFOUNDER, CFO

May 4, 2026

ATTACHMENT A

1. Addendum #1, dated March 30, 2026, to RFP 8719, consisting of 8 pages, attached hereto;
2. City of Waterbury RFP 8719, consisting of 12 pages, attached hereto;
3. Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8719," consisting of 1 page, attached hereto;
4. Consultant's Response to City RFP 8719, excluding City forms, consisting of 86 pages, attached hereto;
5. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive affidavit, as provided and executed by Consultant, incorporated herein by reference;
6. Certificates of Insurance, incorporated herein by reference;
7. Licenses, incorporated herein by reference;
8. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated herein by reference

#17

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: April 27, 2026

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Amendment No. 1 to the **Professional Services Agreement RFP No. 7612** between the **City of Waterbury** and **The Stepping Stones Group, LLC**

The Special Education Department requests the approval of the **Amendment No. 1** to the **Professional Services Agreement RFP No. 7612** between the **City of Waterbury** and **The Stepping Stones Group, LLC**. This memorandum seeks approval for Amendment No. 1 to the Professional Services Agreement (RFP No. 7612) between the City of Waterbury and The Stepping Stones Group, LLC. This amendment serves to extend the term of the current contract for speech and language therapy services for an additional year, ensuring continuity of care for Waterbury Public School District students with special needs.

Background

In June 2023, the City entered into a professional services agreement with The Stepping Stones Group, LLC, to provide essential speech and language therapy services. The original contract was scheduled to conclude on June 30, 2026. Given the ongoing need for these specialized services to support student outcomes, an extension of the agreement is required.

Key Changes

The proposed Amendment No. 1 includes the following modifications:

- **Contract Extension:** The contract term is extended by one year, with a new completion date of **June 30, 2027**.
- **Total Compensation Adjustment:** To accommodate the extension, the total contract value is adjusted to a "not to exceed" amount of **$1,456,781.76**.
- **Annual Fee Structure:** The hourly rate remains consistent at **$79.92 per hour**. The revised annual budget is structured as follows:

Recommendation

All other terms, conditions, and provisions of the original June 30, 2027, agreement remain in full force and effect. We recommend approval of this amendment to maintain uninterrupted speech and language support services for our students. The Amendment to the Professional Services Agreement will be paid through General Funds.

AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7612
for
Speech and Language Therapy Services
between
The City of Waterbury, Connecticut
and
The Stepping Stones Group, LLC

THIS AMENDMENT ("Amendment"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **THE STEPPING STONES GROUP, LLC,** a State of Delaware duly registered domestic limited liability company with a principal place of business located at 225 W Washington St., Suite 1140, Chicago, IL 60606 (the "Consultant").

WHEREAS, the parties entered into an agreement for the purpose of Consultant providing speech and language therapy services to Waterbury Public School District students with special needs, dated June 30, 2023 (the "Agreement");

WHEREAS, the parties wish to amend the Agreement to extend the contract term from June 30, 2026 to June 30, 2027 and provide for additional compensation, consistent with the Agreement;

WHEREAS, Paragraph 21 of said Agreement requires that any amendment to said Agreement must be in writing and agreed to and executed by the City and Consultant.

NOW THEREFORE, in consideration of the mutual promises and covenants and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Section 5 "Contract Time" of the Agreement shall be amended to read as follows:**

   5. Contract Time. Consultant shall commence all work and services required under this Contract on July 1, 2023 and shall complete all work and services required under this Contract by June 30, 2027. ("Contract Time").

2. **Section 6.1 "Fee Schedule" of the Agreement shall be amended to read as follows:**

   6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **ONE MILLION FOUR HUNDRED FIFTY SIX THOUSAND SEVEN HUNDRED EIGHTY-ONE AND 76/100 DOLLARS ($1,456,781.76)** for the entire term of this Agreement, and shall be in accordance with Consultant's Cost Proposal and as set forth below:

6.1.1. July 1, 2023 – June 30, 2024
An amount not to exceed……$364,195.44
Based on the hourly rate of……..……. $79.92 per hour

6.1.2. July 1, 2024 – June 30, 2025
An amount not to exceed…….. $364,195.44
Based on the hourly rate of…….... $79.92 per hour

6.1.3. July 1, 2025 – June 30, 2026
An amount not to exceed…….…….. $364,195.44
Based on the hourly rate of…….... $79.92 per hour

6.1.4. July 1, 2026 – June 30, 2027
An amount not to exceed……$364,195.44
Based on the hourly rate of…….$79.92 per hour

Total Cost Not to Exceed……..$1,456.781.76

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated June 30, 2023, as amended, shall remain in full force and effect and binding upon the parties.

WITNESS:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESS:

_____

_____

THE STEPPING STONES GROUP, LLC

By: John Gumpert
Name: John Gumpert
Its: Director of Contracts & Proposals

Date: 4/21/26

WATERBURY PUBLIC SCHOOLS

#19

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

TO: Waterbury Board of Education; Waterbury Board of Aldermen

FROM: Wendy Johns, Pupil Services Department

DATE: April 29, 2026

SUBJECT: Approval of Approval of Agreement between the **City of Waterbury** and APEX Educational Solutions, LLC (RFP 8720 – Registered Behavior Technician Services)

Purpose

This memorandum seeks approval for a professional services contract with **Apex Educational Solutions, LLC** to provide Registered Behavior Technician (RBT) and Behavior Technician (BT) services for the Waterbury Public School District. This partnership is essential to ensuring the implementation of individualized education programs (IEPs) and behavior plans for students with disabilities ages 3–22.

Selection Process & Competitive Advantage

Following a rigorous competitive bidding process, **Apex Educational Solutions, LLC** was selected as the winning bidder out of **17 competing vendors**.

Notably, by awarding this contract to Apex, the City of Waterbury secures a strategic financial advantage. Apex Educational Solutions, LLC is the successful bidder for RFPs 8719, 8720, and 8721. As the sole provider across all three projects, the vendor has extended a **bundled discount** to the City, providing significant cost savings compared to the individual proposal pricing of other competitors.

Contract Terms

- **Vendor:** Apex Educational Solutions, LLC (East Hampton, CT)
- **Term:** Initial three-year term from **July 1, 2026, through June 30, 2029**, with two (2) optional one-year extensions (through June 30, 2031).
- **Scope of Services:** Deployment of up to 29 RBTs/BTs to provide behavioral services under the oversight of an Apex program manager, supporting students during both the academic year and summer programming.
- **Compensation:** The total fee for the initial three-year term shall not exceed **$5,840,310.00**. The contract will be paid through IDEA 611 funds.

Hourly Fee Schedule

The contract establishes a clear, tiered compensation structure to ensure budget predictability:

Period	RBT Rate	BT Rate
Effective Date – June 30, 2027	$47.00	$45.00
July 1, 2027 – June 30, 2028	$48.41	$46.35
July 1, 2028 – June 30, 2029	$49.86	$47.75
Option 1 (2029–2030)	$51.35	$49.00
Option 2 (2030–2031)	$53.00	$50.00

Recommendation

Apex Educational Solutions, LLC offers the most comprehensive and cost-effective solution for our student support needs. Their ability to integrate services across multiple district RFPs ensures operational efficiency and fiscal responsibility. We recommend that the Board of Education and the Board of Aldermen approve this contract to ensure consistent, high-quality behavioral support for our students starting July 1, 2026.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8720
For
REGISTERED BEHAVIOR TECHNICIAN SERVICES

between
The City of Waterbury, Connecticut
and
Apex Educational Solutions, LLC

THIS AGREEMENT, effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Apex Educational Solutions, LLC, a State of Connecticut duly registered domestic limited liability company with a principal place of business located at 95 Main Street, Suite 2, East Hampton, CT 06424 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8720** for **REGISTERED BEHAVIOR TECHNICIAN SERVICES** ; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8720**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, up to 29 Registered Behavior Technicians ("RBTs") certified by the Behavior Analyst Certification Board, and/or Behavior Technicians enrolled in Consultant's RBT Training Academy who are within 6-months of RBT certification ("BTs"), to provide behavioral and related services under the supervision of a program manager designated by Consultant, including the implementation of students' IEPs and behavior plans, to Waterbury Public School District students with disabilities ages

3-22, as needed by the School District during the school year and the summer program, if applicable, and as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the 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 Addendum #1, dated March 30 2026, to RFP 8720, consisting of 11 pages, attached hereto;
1.1.2 City of Waterbury RFP 8720, consisting of 12 pages, attached hereto;
1.1.3 Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8720," consisting of 1 page, attached hereto;
1.1.4 Consultant's Response to City RFP 8720, excluding City forms, consisting of 178 pages, attached hereto;
1.1.5 Annual Statement of Financial Interest; Disclosure and affidavit RE; Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit, as provided and executed by Consultant, incorporated herein by reference;
1.1.6 Certificates of Insurance, incorporated herein by reference;
1.1.7 Licenses, incorporated herein by reference;
1.1.8 All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated herein by reference

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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 Federal, State and local laws, regulations, charter and ordinances
1.2.2 Any amendments to this Contract
1.2.3 This Contract, consisting of 29 pages
1.2.4 Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8720," consisting of 1 page
1.2.5 Addendum # 1, dated March 30, 2026, to RFP 8720, consisting of 11 pages
1.2.6 City of Waterbury RFP 8720, consisting of 12 pages
1.2.7 Consultant's Response to RFP 8720, excluding City forms, consisting of 178 pages

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

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

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

2.6. 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.

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by 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.

2.6.2 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. Consultant shall instruct its employees of their obligations to comply with FERPA.

2.7 Student Data Requirements.

2.7.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Sub-Grantee.

2.7.2 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee 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 Sub-Grantee. 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 Sub-Grantee 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 Sub-Grantee 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.

2.7.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

2.7.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee 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 Sub-Grantee, and correct any erroneous information therein.

2.7.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

2.7.6 The Sub-Grantee 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 Sub-Grantee of a breach of Student Data, the Sub-Grantee 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.

2.7.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or

maintain an electronic account with the Sub-Grantee after the expiration of such Agreement for the purpose of storing student- generated content.

2.7.8 The Sub-Grantee 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.

2.7.9 The Sub-Grantee 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.

2.7.10 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.

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 weekly invoices with transparent backup documentation, and written reports upon request 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.

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 initial contract term shall be for three (3) years, commencing on July 1, 2026 and terminating on June 30, 2029 ("Initial Term").

5.1 Option Periods. The City shall have the option, at its sole discretion and upon reasonable notice to the Consultant, to extend this agreement pursuant to the same terms and conditions stated herein for two (2) additional one (1) year terms:

5.1.1. Option 1: July 1, 2029 – June 30, 2030
5.1.2. Option 2: July 1, 2030 – June 30, 2031

5.2 Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

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

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **FIVE MILLION EIGHT HUNDRED FORTY THOUSAND THREE HOUNDRED TEN AND 00/100 DOLLARS ($5,840,310.00)** for the Initial Term, and shall not exceed **ONE MILLION NINE HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED SEVENTY AND 00/100 DOLLARS ($1,946,770.00)** for any one year of the Contract and be in accordance with the Consultant's proposal entitled "Cost Schedule – RFP 8720" and as follows:

6.1.1. Effective Date – June 30, 2027:

Registered Behavior Technician	$ 47.00 per hour
Behavior Technician	$ 45.00 per hour

6.1.2. July 1, 2027 – June 30, 2028

Registered Behavior Technician	$ 48.41 per hour
Behavior Technician	$ 46.35 per hour

6.1.3. July 1, 2028 – June 30, 2029

Registered Behavior Technician	$ 49.86 per hour
Behavior Technician	$ 47.75 per hour

6.1.4. Option 1: July 1, 2029 – June 30, 2031

Registered Behavior Technician	$ 51.35 per hour
Behavior Technician	$ 49.00 per hour

6.1.5. Option 2: July 1, 2029 – June 30, 2031

Registered Behavior Technician	$ 53.00 per hour
Behavior Technician	$ 50.00 per hour

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8721** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other

Contract.

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

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

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

8. Indemnification.

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

party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

8.6. In the event this Contract and/or the 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 Each Occurrence,
$2,000,000.00 General Aggregate
$2,000,000.00 Products and Completed Operations Aggregate

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: 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

9.4.4 Excess/Umbrella Liability Insurance:
$7,000,000.00 Each Occurrence
$7,000,000.00 Aggregate

9.4.5 Professional Liability Insurance/E&O:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

9.4.6 Abuse/Molestation Liability:
$1,000,000 Each Occurrence
$1,000,000 Aggregate

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City of Waterbury 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 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.**" The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects

covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to

the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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. 8720** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8720.**

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: Apex Educational Solutions, LLC
95 Main Street, Suite 2
East Hampton, CT 06424

City: City of Waterbury
c/o Wendy Johns, Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

With a Copy To: City of Waterbury Office of the Corporation Counsel
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, some 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:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

Erin L Dyett
ERIN L DYETT

Susan Fisher

May 4, 2026
Date:

APEX EDUCATIONAL SOLUTIONS, LLC

By: Jace Deane
JACE DEANE

Its: COFOUNDER, CFO

May 4, 2026

ATTACHMENT A

1. Addendum #1, dated March 30 2026, to RFP 8720, consisting of 11 pages, attached hereto;
2. City of Waterbury RFP 8720, consisting of 12 pages, attached hereto;
3. Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8720," consisting of 1 page, attached hereto;
4. Consultant's Response to City RFP 8720, excluding City forms, consisting of 178 pages, attached hereto;
5. Annual Statement of Financial Interest; Disclosure and affidavit RE; Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit, as provided and executed by Consultant, incorporated herein by reference;
6. Certificates of Insurance, incorporated herein by reference;
7. Licenses, incorporated herein by reference;
8. All applicable Federal, State and local statutes, regulations, charter and ordinances, incorporated herein by reference

#20

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

May 4, 2026

Executive Summary: Professional Services Agreement (RFP No. 8721)

Project: Professional Services Agreement for BCBA Services & District-Wide De-escalation Training

Subject: Approval of Professional Service Agreement between City of Waterbury and Apex Educational Solutions, LLC (RFP 8721)

Recipients: Waterbury Board of Education and Waterbury Board of Aldermen

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Overview

The City of Waterbury, on behalf of the Waterbury Board of Education, is entering into a professional services agreement with **APEX Educational Solutions, LLC**. This partnership is designed to provide specialized behavioral health support and safety training for Waterbury Public Schools, specifically targeting students with disabilities (ages 3–22) who exhibit complex behavioral needs.

Scope of Services

Under this agreement, APEX Educational Solutions will provide Board Certified Behavioral Analysts (BCBAs) who are also certified in Physical and Psychological Management Training (PMT). Key responsibilities include:

- **Behavioral Support:** Overseeing student programs, developing Individual Education Plan (IEP) goals, and creating instructional/behavioral support plans.
- **District-Wide Training:** Delivering PMT crisis intervention and de-escalation/restraint training to school staff.
- **Supervision & Collaboration:** Providing clinical supervision for staff delivering behavioral therapy and conducting training for both school personnel and parents.
- **Service Volume:** Provision for up to **1,500 hours** of service per contract year.

Financial Terms

The contract establishes a structured fee schedule with an initial "Not to Exceed" total of **$517,000.00** for the initial term. Annual costs are capped at **$172,500.00** per year. The contract will be paid out of General Funds- Purchased Services.

Rate Schedule:

Contract Period	Hourly Rate
Effective Date – June 30, 2027	$110.00
July 1, 2027 – June 30, 2028	$113.00
July 1, 2028 – June 30, 2029	$116.50
Option Year 1 (2029 – 2030)	$120.00
Option Year 2 (2030 – 2031)	$123.00

Selection Process & Competitive Advantage

Following a rigorous competitive bidding process, **Apex Educational Solutions, LLC** was selected as the winning bidder out of **11 competing vendors**.

Notably, by awarding this contract to Apex, the City of Waterbury secures a strategic financial advantage. Apex Educational Solutions, LLC is the successful bidder for RFPs 8719, 8720, and 8721. As the sole provider across all three projects, the vendor has extended a **bundled discount** to the City, providing significant cost savings compared to the individual proposal pricing of other competitors.

Recommendation

Apex Educational Solutions, LLC offers the most comprehensive and cost-effective solution for our student support needs. Their ability to integrate services across multiple district RFPs ensures operational efficiency and fiscal responsibility. We recommend that the Board of Education and the Board of Aldermen approve this contract to ensure consistent, high-quality behavioral support for our students starting July 1, 2026.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8721
For
BOARD CERTIFIED BEHAVIORAL ANALYST SERVICES & DISTRICT WIDE DE-ESCALATION & RESTRAINT TRAINING

between
The City of Waterbury, Connecticut
and
APEX Educational Solutions, LLC

THIS AGREEMENT, effective on the date signed by the Mayor ("Effective Date"), is by and between the CITY OF WATERBURY, (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and APEX Educational Solutions, LLC (the "Consultant"), a State of Connecticut duly registered domestic corporation/limited liability company, with a principal place of business located at 95 Main Street, Suite 2, East Hampton, CT 06425 (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8721** for **BOARD CERTIFIED BEHAVIORAL ANALYST SERVICES** ; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8721**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide, one or more Board Certified Behavior Analyst(s) ("BCBA") who are certified in Physical and Psychological Management Training ("PMT"), and who, under the supervision of a Program Manager designated by Consultant, shall provide behavioral health services and district-wide PMT crisis intervention training to Waterbury Public Schools' staff

and students with disabilities ages 3-22 with behavior needs. The BCBA(s) shall oversee, monitor and develop student programs, develop appropriate Individual Education Plan goals and objectives, supervise and staff providing behavioral therapy services, create or modify instructional and behavioral support plans and provide training to school staff and parents under the direction of and as requested by school administration, for up to 1500 hours per contract year 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. Addendum #1, dated March 30, 2026, to RFP No 8721, consisting of 1 page, attached hereto;
1.1.2. City of Waterbury RFP 8721, consisting of 12 pages, attached hereto;
1.1.3. Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8721" consisting of 1 page, attached hereto;
1.1.4. Consultant's Response to City RFP 8721, excluding City forms, consisting of 88 pages, attached hereto;
1.1.5. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit, as provided and executed by Consultant, incorporated herein by reference;
1.1.6. Certificates of Insurance, incorporated herein by reference;
1.1.7. Licenses, incorporated herein by reference;
1.1.8. 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 Federal, State and local laws, regulations, charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract, consisting of 28 pages
1.2.4 Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8721," consisting of 1 page
1.2.5 Addendum #1, dated March 30, 2026, to RFP No 8721, consisting of 1 page
1.2.6 City of Waterbury RFP 8721, consisting of 12 pages
1.2.7 Consultant's Response to RFP No. 8721, excluding City forms, consisting of 88 pages

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

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant

agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

2.6. 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.

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by 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.

2.6.2 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. Consultant shall instruct its employees of their obligations to comply with FERPA.

2.7 Student Data Requirements.

2.7.1 All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Sub-Grantee.

2.7.2 The City's Board of Education ("Board") shall have access to and the ability

to delete Student Data in the possession of the Sub-Grantee 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 Sub-Grantee. 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 Sub-Grantee 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 Sub-Grantee 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.

2.7.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

2.7.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee 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 Sub-Grantee, and correct any erroneous information therein.

2.7.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

2.7.6 The Sub-Grantee 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 Sub-Grantee of a breach of Student Data, the Sub-Grantee 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.

2.7.7 Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Sub-Grantee after the expiration of such Agreement for the purpose of storing student- generated content.

2.7.8 The Sub-Grantee 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.

2.7.9 The Sub-Grantee 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.

2.7.10 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.

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's Program Manager and Administration shall prepare and deliver biannual performance reviews of the BCBA(s) servicing City students, meet monthly with City school administrators to provide progress monitoring, and provide written reports as requested by the City 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. Consultant shall also ensure all BCBA staff are trained in and understand the reporting requirements for Medicaid billing services.

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 initial contract term shall be for three (3) years, commencing on July 1, 2026 and terminating on June 30, 2029 ("Initial Term").

5.1 Option Periods. The City shall have the option, at its sole discretion and upon reasonable notice to the Consultant, to extend this agreement pursuant to the same terms and conditions stated herein for two (2) additional one (1) year terms:

5.1.1. Option 1: July 1, 2029 – June 30, 2030
5.1.2. Option 2: July 1, 2030 – June 30, 2031

5.2 Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant 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 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.

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

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **FIVE HUNDRED SEVENTEEN THOUSAND DOLLARS ($517,000.00)** for the Initial Term**,** and shall not exceed **ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS ($172,000.00)** for any one year of the Contract and be in accordance with the Consultant's Cost Proposal and as follows:

6.1.1.	**Effective Date – June 30, 2027:**	$ 110.00 per hour
6.1.2.	**July 1, 2027 – June 30, 2028**	**$** 113.00 per hour
6.1.3.	**July 1, 2028 – June 30, 2029**	**$** 116.50 per hour
6.1.4	**Option 1: July 1, 2029 – June 30, 2030**	$ 120.00 per hour
6.1.5	**Option 2: July 1, 2030 – June 30, 2031**	$ 123.00 per hour

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8721** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all

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

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

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

8. Indemnification.

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

8.2. In any and all claims against the City or any of its boards, agents, employees or

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

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

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

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

8.6. In the event this Contract and/or the 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 VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the

insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 Each Occurrence,
$2,000,000.00 General Aggregate
$2,000,000.00 Products and Completed Operations Aggregate

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: 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

9.4.4 Excess/Umbrella Liability Insurance:
$7,000,000.00 Each Occurrence
$7,000,000.00 Aggregate

9.4.5 Professional Liability Insurance/E&O:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

9.4.6 Abuse/Molestation Liability:
$1,000,000 Each Occurrence
$1,000,000 Aggregate

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain

the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Consultant's invoices for the cost of said insurance.

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City of Waterbury 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 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.**" The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

by reference and made a part hereof.

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

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

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

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

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

rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this

Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant’s obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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. Consultant 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 the schedule set forth in Section 5 of this Contract.

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

required of the Consultant and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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. 8721** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8721.**

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: Apex Educational Solutions, LLC
95 Main Street, Suite 2
East Hampton, CT 06424

City: City of Waterbury
c/o Wendy Johns, Director of Pupil Services
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

With a copy to: City of Waterbury Office of the Corporation Counsel
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, some 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:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

Erin L Dyett
Erin L. Dyett

Susan Fisher

May 4, 2026
Date:

APEX Educational Solutions

By: Jase Diane
JASE DIANE

Its: COFOUNDER, CFO

May 4, 2026

ATTACHMENT A

1.1.1. Addendum #1, dated March 30, 2026, to RFP No 8721, consisting of 1 page, attached hereto;
1.1.2. City of Waterbury RFP 8721, consisting of 12 pages, attached hereto;
1.1.3. Consultant's Cost Proposal, entitled "Cost Schedule – RFP 8721," consisting of 1 page, attached hereto;
1.1.4. Consultant's Response to City RFP 8721, excluding City forms, consisting of 88 pages, attached hereto;
1.1.5. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit, as provided and executed by Consultant, incorporated herein by reference;
1.1.6. Certificates of Insurance, incorporated herein by reference;
1.1.7. Licenses, incorporated herein by reference;
1.1.8. All applicable Federal, State and local statutes, regulations charter and ordinances incorporated by reference

Special Education

The Waterbury Board of Education accepts its legal duties and responsibilities for providing special education for the students of the school district.

The district shall provide a free appropriate public education and necessary related services to all children requiring special education, as defined in PA 25-67 Section 1, residing within the district, required under the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and Connecticut Statutes.

It is the intent of the District to ensure that students who are disabled within the definition of Section 504 of the Rehabilitation Act of 1973 are identified, evaluated, and provided with appropriate educational services. Students may be disabled within the meaning of Section 504 of the Rehabilitation Act even though they do not require services pursuant to the IDEA.

For students eligible for services under IDEA, the District shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in state and federal statutes that govern special education. For those students who are not eligible for services under IDEA, but because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special instruction or related services, the District shall establish and implement a system of procedural safeguards. The safeguards shall cover students' identification, evaluation, and educational placement. This system shall include notice, an opportunity for the student's parent(s)/guardian(s)/surrogate parent to examine relevant records, an impartial hearing with opportunity for participation by the student's parent(s)/guardians(s), representation by counsel, and a review procedure.

Effective July 1, 2023, all students remain eligible for special education services under the Individuals with Disabilities Education Act (IDEA) through the end of the school year during which the student turns age 22, or until the student graduates from high school with a regular high school diploma, whichever occurs first. Pursuant to the Connecticut General Statutes §10-259, school year is defined as July 1 through June 30. A free appropriate public education (FAPE) must be provided to any child requiring special education beginning on or after the child's third birthday, whether that birthday occurs during the regular school year.

In making a determination of eligibility for special education and related services, through use of a variety of assessment tools and strategies designed to gather relevant functional, developmental, and academic information, a student shall not be determined to be a disabled student if the dominant factor for such a determination is a lack of appropriate instruction in reading, including in the essential components of reading instruction, as defined in the Every Student Succeeds Act, lack of instruction in math or limited English proficiency or evidence that a child's behavior repeatedly violated disciplinary policy.

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Special Education, continued

Further, the District is not required to take into consideration whether a student has a severe discrepancy between achievement and intellectual ability in oral expression, listening comprehension, written expression, basic reading skills, reading comprehension or mathematical calculation or reasoning. A child shall become eligible for special education services on his or her third birthday.

In determining whether a child has a specific learning disability, the District may use a process that determines if the student responds to scientific, research-based intervention as a part of the evaluation procedures to determine eligibility. The program to which each student with a disability is assigned shall provide an appropriate education, seek to assure success in learning, and offer the least restrictive environment, in accordance with federal and state regulations. No student with a disability shall be denied, because of handicap/disability, participation in activities, programs, or services offered or recognitions rendered to District students, unless participation is not possible because of the handicap/disability.

Each student requiring special education, as defined in PA 25-67 section 1, who is a resident of the district shall be provided quality education programs and services that meet the student's needs for educational, instructional, transitional and related services. The special education program shall be designed to comply with federal and state law; conform to district goals; and integrate programs of special education with the regular instructional programs of the schools, consistent with the interests of the student requiring special education and other students. If necessary, students requiring special education may also be placed in private school education facilities. Students with disabilities are required by federal law to be included in State and District-wide assessments, with appropriate accommodations where necessary.

In accordance with the regulations of the State Board of Education, each local and regional Board of Education shall:

1. Provide special education for children requiring special education, as defined in PA 25-67 section 1.
2. The obligation of the school district under this subsection shall terminate when such child graduates from high school or at the end of the school year during which such child reaches age 22 ~~twenty-two~~, whichever occurs first.
3. Report to the Department of Education on each placement of a student receiving special education services for which the board is paying a portion of the cost:
    a. Whether such placement is a result of a decision of a planning and placement team meeting, a settlement agreement, or a special education hearing pursuant to section 10-76h of the general statutes;

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Instruction

Special Education (continued)

b. Whether such placement is with an approved or non-approved private provider of special education services, regional educational service center, operator of an interdistrict magnet school program, state charter school, a cooperative arrangement pursuant to section 10-158a of the general statutes, a local or regional board of education operating an outplacement program or as part of the statewide interdistrict public school attendance program pursuant to section 10-266aa of the general statutes;

c. The amount being paid by the Board;

d. The special education services being provided;

e. The location of the facility at which such special education services are being provided;

f. The total number of any agreements such Board enters into with a student, parent, or guardian during the preceding school year that includes provisions for nondisclosure of special education services or a waiver of the rights to which such student, parent, or guardian is entitled pursuant to the Individuals with Disabilities Education Act, 20 USC 1400 et seq;

g. Any other information requested by the Department.

The District shall also take steps to make the public aware that all children and youth from birth through the end of the school year during which the student turns age 22, and suspected of having a disability, have a right to a formal determination as to whether they have such a condition or disability.

The Board shall determine the facilities, programs, services, and staff that will be provided by the District for the instruction of students requiring special education. To maintain an effective special education plan, the Board may participate in special education programs of other school districts or those offered by a RESC.

Evaluation of Special Education Program

On or after June first, but prior to September thirtieth annually, the superintendent shall provide, at a regularly scheduled meeting of the Board of Education, an annual report concerning the special education programs of the school district with the following information:

1. The number and names of all community-based organizations with whom the board of education has executed a formal memorandum of understanding, memorandum of agreement, or contract to provide support services to students in the school district, disaggregated by school and type of support service provided;

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Evaluation of Special Education Program (continued)

2. The workforce development programs offered by the board of education to students in which the board has partnered with an outside entity, including, but not limited to, cooperatives, internships, in-school job training programs provided by businesses, and in-school workforce board presentations, and
3. Attrition data for certified and noncertified staff, disaggregated by school and subject, not including in-district transfers.

The report shall also include recommendations of the Superintendent and staff, and by any advisory groups, for improvement in the program.

In addition to the annual report, the Superintendent shall make interim reports whenever any phase of the program is significantly less satisfactory than was expected so that necessary adjustments may be made.

The Superintendent shall make certain that the individualized education plan of each student is reviewed periodically, or at least annually.

The Superintendent of Schools or his/her designee is directed to develop a comprehensive plan for compliance with all the requirements of federal and state law for the education of students with disabilities residing in or attending school in the school district. The Board of Education requests that the plan be in harmony with the school district's financial abilities, with the availability of special facilities needed, and the availability of trained and certified personnel.

Legal Reference: Connecticut General Statutes
10-76a Definitions. (as amended by PA 00-48 and PA 06-18)
10-76b State supervision of special education programs and services. (as amended by PA 12-173)
10-76c Receipt and use of money and personal property.
10-76d Duties and powers of boards of education to provide special education programs and services. (as amended by PA 97-114, PA 00-48, PA 06-18 and June Special Session PA 15-5, Section 277)
10-76e School construction grant for cooperative regional special education facilities.
10-76f Definition of terms used in formula for state aid for special education.
10-76ff Procedures for determining if a child requires special education (as amended by PA 06-18)
10-76g State aid for special education.
10-76h Special education hearing and review procedure. Mediation of disputes. (as amended by PA 00-48)

Special Education

Legal Reference: Connecticut General Statutes (continued)

10-76i Advisory council for special education.
10-76j Five-year plan for special education.
10-76k Development of experimental educational programs.
PA 06-18 An Act Concerning Special Education
State Board of Education Regulations.
10-76m Auditing claims for special education assistance.
10-76a-1 et seq. Definitions. (as amended by PA 00-48)
10-76b-1 through 10-76b-4 Supervision and administration.
10-76d-1 through 10-76d-19 Conditions of instruction.
10-76h-1 through 10-76h-2 Due process.
10-76l-1 Program Evaluation.
10-145a-24 through 10-145a-31 Special Education (re teacher certification).
10-264l Grants for the operation of interdistrict magnet school programs.
P.A. 12-173, An Act Concerning Individualized Education Programs and Other Issues Relating to Special Education
34 C.F.R. 3000 Assistance to States for Education for Handicapped Children.
American with Disabilities Act, 42 U.S.C. §12101 et seq.
Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq.
Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794.
P.L. 108-446 The 2004 Reauthorization of the Individuals with Disabilities Act
Bd of Ed of the City School District of the City of New York v. Tom F. 128S.Ct. 1, 76 U.S.L.W. 3197 (2008)
Rowley v. Board of Education, 485 U.S.-176 (1982)
Endrew F. v. Douglas County School District RE-1, 15-827 U.S. (2017)
A.M. v. N.Y. City Department of Education, 845F.3d 523, 541 (2d Cir.1997)
Mrs. B., v. Milford Board of Education 103 F. 3d 1114, 1121 (2d Cir. 1997)
Public Act 25-67 An Act Concerning the Quality and Delivery of Special Education Services in Connecticut (Sec 1 & 12)
Public Act 25-93 An Act Increasing Resources for Students, Schools and Special Education (Section 32)

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Policy adopted by the Waterbury Board of Education on _____, 2026

#22

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, May 7, 2026**
BOARD MEETING: **Thursday, May 14, 2026**

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
M. Merati	Kennedy room: July 5th thru Aug. 14th weekdays 8am – 1pm (HBI Pre Apprenticeship Training Program)
N. Cuevas	Walsh café & gym: Wed., May 20th 5:00-7:00 pm (Family Math night)
J. Frnceskino	Career Academy gym: Wed., June 3rd 5:00-8:00 pm (Awards night)
Maryrose Avoletta	Reed café: Thursday, May 28th 5:00-6:00 pm (Family Night)
H. Sam	Kingsbury gym: Thursday, June 11th 5:00 – 6:30 pm (end of school year dance)
V/ Balsamo	Wallace café & aud.: Wed., May 20th and Thurs., August 20th 5:00-6:30 pm (New Student Nights for incoming 2026-2027 students)
M. Rocco	W. Cross café: Friday, May 15th 4-7pm (basketball banquet) W. Cross café: Thursday, May 28th 6-8:30pm (and & Chorus Concert)
E. Lanza	Gilmartin gym: April 24th – May 14th 3-5pm Tuesday & Wednesday (Unified Sports)
L. Latreille	Crosby auditorium: June 2nd & 4th 2-4pm (rehearsal for spring show) Crosby auditorium June 5.6,7 12-9pm (showcases of spring play)
S. Crane	Chase café: Thursday, May 7th 5:00-6:00 pm (Family Night/ Frankies dinner)
Police Academy	Kennedy pool: Friday, June 12th 4:00-8:00 pm (Water safety for new recruits)
A Musto Adult Education	Kennedy aud: Monday, June 15th 5-8pm (rehearsal) and Tuesday, June 16th 4-8pm (graduation ceremony)

A Mejia	Reed café: Thursday, May 7th 5:00 – 6:30 pm (spring family dance)
W. John	Career Academy cafe: July 6th thru 9th 8am-3pm Career Academy café: July 22nd, 29th, and August 4th 8am-3pm (Special Education Prof. Dev. for Administrators)
K. Crocetto	Wilson gym: Wednesday, May 20th 5 – 7:30 pm (Family engagement night – use of outdoor area and/or gym)

SCHOOL PERSONNEL USE ONLY

DATE: April 28, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Merati, Supervisor of Career and Technical Education

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

Room 157 Construction Shop

DATES REQUESTED: July 6–10, July 13-17, July 20-24, July 27-31, 8/3-7, 8/10-8/14

FROM: 8AM TO: 1PM

FOR THE FOLLOWING PURPOSES:

HBI Pre Apprenticeship Summer Training Program

Michael Merati

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4-23-26

TO: SCHOOL BUSINESS OFFICE

FROM: Nicole 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: May 20, 2026

FROM: 5:00 am/(pm) TO: 7:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Family Math Night for our Walsh families

Nicole

APPLICANT

Please note the following provisions:

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

C:\Users\bfoley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\15871K53\SCHOOL reservation form.doc

Cancel Ballers

Took

SCHOOL PERSONNEL USE ONLY

DATE: 4/23/26

TO: SCHOOL BUSINESS OFFICE

FROM: Jen Franceskino

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: Wed. June 3, 2026

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

FOR THE FOLLOWING PURPOSES:

Awards Night (Grade 12)

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: 4-16-26

TO: SCHOOL BUSINESS OFFICE

FROM: Family resource center
Marrose Avoletta

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

NAME OF SCHOOL REQUESTED: Rees School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms
☐ Computer Room

DATES REQUESTED: May 28. 2026

FROM: 5:00 am/pm TO: 6 am/pm

FOR THE FOLLOWING PURPOSES:

Family night, bring the hoopla
Arts for learning.

Marrose Avoletta
APPLICANT

Avoletta

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.

Cheer

SCHOOL PERSONNEL USE ONLY

DATE: 4/13/26

TO: SCHOOL BUSINESS OFFICE

FROM: Hannah Sam

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

NAME OF SCHOOL REQUESTED: Kingsbury

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/11/26

FROM: 5:00 am/(pm) TO: 6:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

End of Year Dance

Hannah Sam
APPLICANT

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

Canceled Cheer

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/17/26

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent Balsamo

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

NAME OF SCHOOL REQUESTED: Wallace Middle Sch ob

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: May 20 & August 20, 2026

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

FOR THE FOLLOWING PURPOSES:

New Student Nights for Incoming 2026-2027 Students

Val Jon
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/21/26

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library ☐ Outside Parking areas

DATES REQUESTED: May 15, 2026 from 4:00 - 7:00PM

FOR THE FOLLOWING PURPOSES:

WC / BOOST BasketBall Banquet

Margaret Rocco

APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/21/26

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library ☐ Outside Parking areas

DATES REQUESTED: May 28, 2026 from 6:00-8:30 PM

FOR THE FOLLOWING PURPOSES:

WC Spring Band & Chorus Concert

Margaret 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.

Kook

SCHOOL PERSONNEL USE ONLY

DATE: 4/17/26

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gimartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tues and ~~Thurs~~ Wed - (revised date 4/21) 3:00-5:00 starting 4/24 - 5/14/26

FROM: 3:00 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Unified Sports

Erika Lanza
APPLICANT

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



SCHOOL PERSONNEL USE ONLY

DATE:
___4/17/26_____

TO: SCHOOL BUSINESS OFFICE

FROM: _____Drama Club_____

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

NAME OF SCHOOL REQUESTED: _____Crosby Auditorium_____

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: _____6/2 and 6/4

FROM: 2 pm TO: 4 pm

FOR THE FOLLOWING PURPOSES:

Dress rehearsal for CHS spring show.

Lexy Latreille
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: __4/17/2026____

TO: SCHOOL BUSINESS OFFICE

FROM: ____Drama Club_____

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

NAME OF SCHOOL REQUESTED: _____Crosby Auditorium_____

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: _____6/5/26, 6/6/26 and 6/7/26

FROM: 12 pm TO: 9 pm

FOR THE FOLLOWING PURPOSES:

Showcases of CHS spring play.

Lexy Latreille
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.

4400K

SCHOOL PERSONNEL USE ONLY

DATE: 4/27/26

TO: SCHOOL BUSINESS OFFICE

FROM: Stephanie Crane

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

NAME OF SCHOOL REQUESTED: H.S. Chase Elementary School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: May 7, 2026

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

FOR THE FOLLOWING PURPOSES:

21st Century Family Night
Frankie's Dinner

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4-29-26

TO: SCHOOL BUSINESS OFFICE

FROM: Wtby Police Dept

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 ☐ CAFE/ROOMS

DATES REQUESTED: Friday, June 12, 2026

FROM 4 am/pm TO 8 am/pm

FOR THE FOLLOWING PURPOSES:

Police Academy - Water Safety for Recruits

APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: April 16, 2026

TO: School Business Office

FROM: Waterbury Adult Education

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Kennedy High School

__x__ AUDITORIUM ____ GYMNASIUM ____ SWIMMING POOL _x_ CAFÉ/**ROOMS**
The five classrooms we will use has not been determined as of yet.

DATES REQUESTED: June 15th (rehearsal); June 16th (graduation)
FROM 5:00 PM TO 8:00 PM Rehearsal
FROM 4:00 PM TO 8:00 PM Graduation

FOR THE FOLLOWING PURPOSES:

Adult Education 2026 Graduation.

Antonio Musto, Principal

4/16/2026
Date

Please note the following provisions:
When the public is invited to an activity, police and fire department must be notified. These arrangements ***must*** be made in person at police and fire headquarters.

Yuck

SCHOOL PERSONNEL USE ONLY

DATE: 4-28-26

TO: SCHOOL BUSINESS OFFICE

FROM: Food

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

NAME OF SCHOOL REQUESTED: Spring family Dance

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: May 7, 2026

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

FOR THE FOLLOWING PURPOSES:

Families to promote family engagement and strengthen the school community.

APPLICANT

Auris Mejia

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/30/26

TO: SCHOOL BUSINESS OFFICE

FROM: Wendy Johns

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: July 6th - July 9th

FROM: 8:00 (am)/pm TO: 3:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Professional Development for Administrators Special Education Administrator Series

Wendy Johns
APPLICANT

* Need Smartboard on Wheels

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

SCHOOL PERSONNEL USE ONLY

DATE: 4/30/26

TO: SCHOOL BUSINESS OFFICE

FROM: Wendy Johns

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: July 22ND, July 29th, August 4th

FROM: 8:00 (am)/pm TO: 3:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Professional Development for Administrators
July 22/29: Special Education Procedural Foundations
August 4th: IEP Quality for School Leaders

Wendy Johns
APPLICANT

* Need Smartboard on Wheels

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

SCHOOL PERSONNEL USE ONLY

DATE:
_5/4/26_____

TO: SCHOOL BUSINESS OFFICE

FROM: _____

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

NAME OF SCHOOL REQUESTED: ___Woodrow Wilson_____

☐ Auditorium + Gymnasium ☐ Swimming Pool Café/Rooms

Outdoor areas – gymnasium in the event of rain

DATES REQUESTED:
___**5/20/26**_____

FROM: __5PM___ am/pm TO: 7:30 PM__am/pm

FOR THE FOLLOWING PURPOSES:

I'd like to use the outdoor areas for a family engagement night from 5PM to 7:30 Pm on 5/20/2026

Kyle Crocetto

_____
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.

#23

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, May 7, 2026**
BOARD MEETING: **Thursday, May 14, 2026**

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
J. Rauch Hernandez	Kennedy auditorium & 2 rms.: Monday, May 11th 3pm-9pm Congressional Nominating Convention)
Porter & Chester Inst. B. Almaguer	Kennedy aud.: Thurs., June 11th 4:00-7:00 pm (graduation ceremony)
Lights, Camera,Dance Darcie Galanti	Kennedy aud. & café: Saturday, June 13th 8:00am – 6:00pm (dance recital)

REQUESTING WAIVERS:

NEST L. Villa	Duggan café: Wednesday, May 13th 5:00 – 7:30 pm (Neighborhood Housing/NEST quarterly meeting)	($294.)
Yeshiva K'Tana Rabbi Karr	Wilby aud.: Sunday, June 14th 9:30 AM – 2:00PM (boys & girls graduation ceremony)	($378.)
Hispanic Coalition Tomas Olivo	Wilby aud. & 3 rms.: Saturday, May 23rd 8:00am – 4:00pm (Childcare Conference)	($756.)
HangTime/Choice Awards M. Litt /D. Patrick	Rotella laud.: Wednesday, May 6th 5 – 9pm (Choice Coty Awards)	($695.)
Wtby. Knights Dance Group K. Stenson	Wilby aud./café: June 2nd and 4th 6 -8 pm for rehearsals and Sat., June 6th 11:30am – 6:30pm (performance)	($1,332.)

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

Catholic Academy	Gilmartin gym: June 22,23,24 and June 29,30, July 1
Oliver Macklin, A.D.	9am-1pm and 4pm -6pm (basketball practice)
East Mt. Sports	Wilby soccer field: Mon. – Fri. 5:45-8pm and
J. Sciascia	Sat. 9am-6pm (May – July)

MONEY COLLECTED TO DATE: **$ 14,813.00**

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 Jarryd Rauch Hernandez NAME OF ORGANIZATION Connecticut Democratic Party

ADDRESS 750 Main St Suite 1108-3, Hartford, CT 06103 TELEPHONE # +18605601775
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES May 11th, 2026 ROOM(S) Auditorium + 2 small rooms

OPENING TIME 3pm CLOSING TIME 9pm PURPOSE Congressional Nominating Convention

ADMISSION (if any) None CHARGE TO BE DEVOTED TO None

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 400 CHILDREN

SIGNATURE OFAPPLICANT Jarryd Rauch Hernandez DATE April 23, 2026

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Jarryd Rauch Hernandez; 750 Main St, Hartford, CT 06103; 9548307580

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. JRH (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE

RENTAL FEES:

MISCELLANEOUS FEES: Tech. $55/HR

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

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 Porter + Chester Inst NAME OF ORGANIZATION PCI

ADDRESS 881 WOLCOTT St. WTBY, CT TELEPHONE # 475-689-3800
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 6/11/20 ROOM(S) AUDITORIUM

OPENING TIME 4 CLOSING TIME 7 PURPOSE Graduation

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 300 CHILDREN 50-60

SIGNATURE OFAPPLICANT Ben Almaguer DATE 4/15/20

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

Ben Almaguer 559-805-8375 (PCI WTBY CDCE)

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 EVENT

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

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 Darcie Galanti NAME OF ORGANIZATION Lights! Camera! Dance!

ADDRESS 932 Chase Parkway Waterbury CT. 06708 TELEPHONE # (203) 757-5344
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy HS DATES June 13, 2026 ROOM(S) Theater and Cafe for Changing

OPENING TIME 8:00 Am CLOSING TIME 6:00 PM PURPOSE Dance Recital

ADMISSION (if any) Yes CHARGE TO BE DEVOTED TO Lights! Camera! Dance!

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 100

SIGNATURE OF APPLICANT Darcie Galanti DATE 4/6/26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Darcie Galanti (203) 465-2597 Cell

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. D. L. (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. $55.00 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

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 Laurie Ann Villa NAME OF ORGANIZATION NEST

ADDRESS 193 Grand Street, 3rd Fl Waterbury CT 06702 TELEPHONE # 203.350.9339
(street) (city) (state) (zip code)

SCHOOL REQUESTED Dugan School DATES May 13th ROOM(S) Cafeteria

OPENING TIME 5:00PM CLOSING TIME 7:30PM PURPOSE NEST Quarterly Meeting

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN ?

SIGNATURE OFAPPLICANT [signature] DATE 02.18.26

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

NEST 193 Grand Street, 3rd Fl Waterbury, CT 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)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR service (2) ($294.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE / YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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 Base Building Permit)

APPLICANT/ORGANIZATION: NEST

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

*ITEMS NEEDED:
- 1 folding table
- 1 podium
- A speaker system with microphone
- A system for presentations (PowerPoint, etc.)
- Seating for 50 attendees

SCHOOL/ROOMS REQUESTED: Dugan School / Cafeteria

DATE(S): _____ TIMES: 5:00PM - 7:30PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

02.18.26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 294. Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST _____
Clerk, Board of Education

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

APPLICANT Rabbi Yerachmiel Karr NAME OF ORGANIZATION Yeshiva K'tana of Waterbury

ADDRESS 142 South Elm Street, Waterbury, CT 06706 TELEPHONE # 203-528-4147 Ext. 113
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby High School DATES Sunday, June 14, 2026 ROOM(S) Auditorium

OPENING TIME 9:30 A.M. CLOSING TIME 2:00 P.M. PURPOSE Boys & Girls 8th Grade Graduation, respectively

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 50

SIGNATURE OFAPPLICANT [signature] DATE 4.27.26

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

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings._____(PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR SERVICE PER CUST (2)($378.)

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY.

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6983 FIRE DEPT. 597-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: Rabbi Yerachmiel Kam / Yeshiva K'tana of Waterbury

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Auditorium

DATE(S): Sunday, June 14, 2026 TIMES: 9:30 A.M - 2:00 P.M

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

4-29-26
Date

Yerachmiel Kam
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 378.00 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# - RIBA Aspira -

APPLICANT Tomas Olivo NAME OF ORGANIZATION Hispanic Coalition

ADDRESS 233 Mill St. fl.3 (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # 203-527-6385 x 105

SCHOOL REQUESTED Wilby DATES May 23, 2026 ROOM(S) Auditorium - 3 RMS

OPENING TIME 8 AM CLOSING TIME 4 PM PURPOSE Childcare Conference

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN N/A

SIGNATURE OFAPPLICANT [signature] DATE April 16th, 2026

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

Tomas Olivo 517 Congress Ave. Wtby, CT 06708 - 203-558-1125 *

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. T.O. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1HR SERVICE PER CUST. (2) ($756.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES NO

Room #'s
229
230
231

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

Here are the name of the individuals that will be in charge of this event and overseeing the breakout rooms:

Tomas Olivo - Initiative Director
Maribel Ventura - Childcare Provider Instructor
Jacqueline Ulloa - Childcare Provider Instructor
Ibeth Bansleben - Developmental Therapy Specialist
John N. Martinez - LMFT, ASDCS
Alexandra Altagracia Aquino - Psycologist
Diana Gil - Licensed Provider

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Riba Aspira Career Academy

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Aud & RMS.

DATE(S): Sat May 23 TIMES: 8AM - 4PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

April 16th, 2026.
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 756.00 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

Thank K

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 Michele Litt NAME OF ORGANIZATION Hang Time / CHOICES
ADDRESS 3C Harbour Village Branford CT 06405 TELEPHONE # 203-803-9043
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella Magnet DATES 5/6/26 ROOM(S) Auditorium
OPENING TIME 5:00 pm CLOSING TIME 9:00 pm PURPOSE OT Awards

ADMISSION (if any) 3.00 CHARGE TO BE DEVOTED TO Scholarship

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 25

SIGNATURE OF APPLICANT [signature] DATE 5/5/26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: (203) 980-3160
Charlie Grady, 3C Harbour Village, Branford CT 06405

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. MPR (PLEASE INITIAL)

* COTY = Coach of The Year (2) ($420.00)

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

RENTAL FEES:

MISCELLANEOUS FEES: Tech $55/HR. (275.)

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE X 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. 574-6983 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 Building Permit)

APPLICANT/ORGANIZATION: Hang Time / CHOICES

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: RoTella Aud

DATE(S): Wed. May 6th TIMES: 5 - 9 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5/5/22
Date

[signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 695.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Kendra Stenson NAME OF ORGANIZATION Wby Knights

ADDRESS 2764 Main St (street) Wby (city) Ct (state) 06704 (zip code) TELEPHONE # 203-305-3055

SCHOOL REQUESTED Wilby High DATES 6/2 - 6/4 - 6/6 ROOMS Cafe / Locker Room / Aud. Auditorium

OPENING TIME 11:30 am CLOSING TIME 6:30 pm PURPOSE Dance Recital

ADMISSION (if any) $15 door / Food Stand CHARGE TO BE DEVOTED TO Youth Season 26'27.

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 60 est CHILDREN 30 est

SIGNATURE OF APPLICANT Kendra Stenson DATE 5.1.26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Na'shia Lewis, Kim watts; & see Below
Julian Jusino, Jazmyne Lewis, Waterbury Knights Coaching Staff.

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. KS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. (2) ($672.)

RENTAL FEES:

MISCELLANEOUS FEES: $55/HR ($660.-)

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES ____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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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. 574-8953 FIRE DEPT. 597-3452

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

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

6/2 + 6/4
6-8 pm
rehearsals

6/6
11:30-6:30 pm
performance

* Na'shia Lewis- +1 (475) 316-6571
Julian Jusino-+1 (914) 391-1906
Kim watts- +1 (203) 510-1714
Jazmyne Lewis +1 (203) 519-5069

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

APPLICANT/ORGANIZATION: Waterbury Knights

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Auditorium, locker room, cafeteria

DATE(S): 6-2 TIMES: 6:00pm-8-pm

DATE(S): 6-4 TIMES: 6-8pm

DATE(S): 6-6 TIMES: 11:30-6:30 pm

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

5-1
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ Building Usage Fees

$1,332.- 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

Youth

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#

Oliver Mackiw AD

APPLICANT Principal Christa Chodkowski NAME OF ORGANIZATION Catholic Academy Waterbury

ADDRESS 386 Robinwood Road (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # 203-756-5313

SCHOOL REQUESTED Gilmartin DATES See ATTached ROOM(S) Gym Basketball

OPENING TIME _____ CLOSING TIME _____ PURPOSE Practice

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN 15-20

SIGNATURE OF APPLICANT _____ DATE 4/20/26

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

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Catholic Academy

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

APPLICANT/ORGANIZATION: CAW Athletics

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gymnasium

DATE(S): June 22, 23 & 24th	TIMES: 9-1pm 4-6pm
DATE(S): June 29, 30 & July 1	TIMES: 9-1pm 4-6pm
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

4/21/26
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

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 # 203 232-9676
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 4/13/26 - 7/31/26 ROOM(S) Front Soccer Field

OPENING TIME 5:45pm ~~5:00pm~~ CLOSING TIME Dark PURPOSE Soccer

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 30

SIGNATURE OFAPPLICANT James Sciascia DATE 3/3/2026

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

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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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Mon - Fri
5:45 - 8 pm

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

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 # 203-232-9676
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 4/13/26 - 7/31/26 ROOM(S) Front Soccer Field

OPENING TIME 9:00 AM CLOSING TIME 6:00 PM PURPOSE Soccer

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 30

SIGNATURE OFAPPLICANT James Sciascia DATE 3/3/2026

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.

Saturday

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.

9A - 6p

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



COMMUNICATIONS



April 13 – May 5, 2026

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 1, 2026

La'Shaun 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. #20260420) at $21.49 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8000 ext. 11181with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be April 16, 2026 at your regular scheduled time

We have scheduled your orientation for Thursday, April 23, 2026 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.

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 Services
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 1, 2026

Dennis Thillet
65 Geddes Terrace, #1A
Waterbury, CT 06708

Dear Mr. Thillet:

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. #20260407) 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.

We have scheduled your orientation for Thursday, April 9, 2026 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. Your first day reporting to your new department/supervisor will be April 10, 2026 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 6, 2026

Michelle Musco
20 Cheryl Dr.
Waterbury, CT 06708

Dear Ms. Musco:

Your name is being certified to the Department of Education - Food Service for the position of Food Service Site Coordinator Supervisor (Req. #20260499) at $70,000.00 per year.

Your official start date in this position will be April 9, 2026.

Please contact Adam Shaban, Director of Food Service at (203) 574-8210 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
Adam Shaban, FS Director
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 6, 2026

Liliana P. Hernandez
39 Horton Hill Rd., Apt. 2G
Naugatuck, CT 06770

Dear Ms. P. Hernandez:

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 #20260223) 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 April 16, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, April 23, 2026 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, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 7, 2026 – REVISED

Liliana Pena Hernandez
39 Horton Hill Rd., Apt. 2G
Naugatuck, CT 06770

Dear Ms. Pena Hernandez:

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 #20260223) at **$17.92 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 April 16, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, April 23, 2026 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, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 7, 2026 **(REVISED)**

Michael Jones
200 Blakeslee St., Apt. 88
Bristol, CT 06010

Dear Mr. Jones:

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 #20260421) at **$17.92 per hour.**

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, April 23, 2026 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. Your first day reporting to your new department/supervisor will be April 24, 2026 at your regular scheduled time.

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, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 13, 2026

Rochelle Hamel
87 Kenfield Lane.
Waterbury, CT 06708

Dear Ms. Hamel:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Wilby High School for the position of Administrative Associate I (Req. #20260430) at $19.97 per hour. Please contact Kenny Pierresaint, Principal @ Wilby High School at (203) 574-8100 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 23, 2026 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. Your first day reporting to your new department/supervisor will be April 24, 2026 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
Kenny Pierresaint, Princ @ Wilby
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 7, 2026

Michael Jones
200 Blakeslee St., Apt. 88
Bristol, CT 06010

Dear Mr. Jones:

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 #20260421) 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.

We have scheduled your orientation for Thursday, April 23, 2026 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. Your first day reporting to your new department/supervisor will be April 24, 2026 at your regular scheduled time.

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, Food Serv. Director
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 17, 2026

Jasmine Nazario
38 Fifth St., Apt. 1
Waterbury, CT 06708

Dear Ms. Nazario:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260484) at $21.49 per hour. Your official start date in this position will be April 23, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
Tracie Menzies, Asst Director of Pupil Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 16, 2026

Yetsenia Rodriguez Ojeda
135 Rose Circle
Middletown, CT 06457

Dear Ms. Rodriguez Ojeda:

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. #20260432) 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.

We have scheduled your orientation for Thursday, May 7, 2026 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. Your first day reporting to your new department/supervisor will be May 8, 2026 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 17, 2026

Azhia Pruden
889 Woodtick Rd.
Waterbury, CT 06705

Dear Ms. Priden:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260488) at $21.49 per hour. Your official start date in this position will be April 23, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
Tracie Menzies, Asst Director of Pupil Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 20, 2026

Anthony Caraballo
144 Grove St., Apt. 205
Waterbury, CT 06710

Dear Mr. Caraballo:

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. #20260307) 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.

We have scheduled your orientation for Thursday, May 7, 2026 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. Your first day reporting to your new department/supervisor will be May 8, 2026 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 20, 2026

Claudia DeMatteis
98 Atwood Rd.
Thomaston, CT 06787

Dear Ms. DeMatteis:

Your name is being certified to the Department of Education – Food Service for the position of Registered Dietitian (Req. #20260498) at $75,000.00 per year.

Your official start date in this position will be April 23, 2026.

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

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Adam Shaban, Director of Fd Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 22, 2026

Christopher Churchill
68 Cathy Lane
Waterbury, CT 06704

Dear Mr. Churchill:

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. #20260567) 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.

We have scheduled your orientation for Thursday, April 23, 2026 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. Your first day reporting to your new department/supervisor will be April 24, 2026 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 23, 2026

Darlens Etienne
255 Citizens Ave.
Waterbury, CT 06704

Dear Mr. Etienne:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20260515) 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 April 30, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, May 7, 2026 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 23, 2026

Barry Young
64 McArthur Dr.
Waterbury, CT 06704

Dear Mr. Young:

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. #20260565) 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.

We have scheduled your orientation for Thursday, April 23, 2026 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. Your first day reporting to your new department/supervisor will be April 24, 2026 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 24, 2026

Michael King
220 New Haven Ave.
Waterbury, CT 06708

Dear Mr. King:

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. #20260451) 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.

We have scheduled your orientation for Thursday, May 7, 2026 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. Your first day reporting to your new department/supervisor will be May 8, 2026 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 24, 2026

Miguel Ramos
160 Stonefield Dr., Apt. 15
Waterbury, CT 06705

Dear Mr. Ramos:

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. #20260527) 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.

We have scheduled your orientation for Thursday, May 7, 2026 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. Your first day reporting to your new department/supervisor will be May 8, 2026 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

April 28, 2026

Ivelisse Concepcion
274 Baldwin St., Apt. 35
Waterbury, CT 06706

Dear Ms. Concepcion:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper Lead (Req. #20250328) at $17.98 per hour.

Your official start date in this position will be April 30, 2026.

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

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Adam Shaban, Director of Fd Service
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

April 28, 2026

Dalynes Segarra
749 Boyden St.
Waterbury, CT 06704

Dear Ms. Segarra:

Your name is being certified to the Department of Education – Food Service for the position of Food Service Helper Lead (Req. #20250391) at $17.98 per hour.

Your official start date in this position will be April 30, 2026.

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

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Adam Shaban, Director of Fd Service
File