

WATERBURY BOARD OF EDUCATION

Special Meeting

Thursday, June 25, 2026 at 5:30 p.m.

Rotella Magnet School Cafe

380 Pierpont Road, Waterbury, Connecticut

1. *Silent Prayer*

2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Committee of the Whole* – Vice President L. Ireland

- 4.1 Request approval of a Project Authorization Letter (PAL) with Waterbury Development Corporation (WDC) to allow WDC to administer the Bergin Complex Roof Replacement Project.

5. *Committee on Finance* – Commissioner Orso

- 5.1 Request approval of Professional Services Agreement (RFP 8744) with BSC Group, Inc. for Wilby High School Football Field Reconstruction Professional Design Services.
- 5.2 Request approval of Amendment Two (2) to the Services Agreement with Math Concepts, Inc. for Math Teacher Training.
- 5.3 Request approval of Amendment One (1) to the Professional Services Agreement with Automated Logic Contracting Services, Inc. for Preventative Maintenance to Building Management Systems at various schools.
- 5.4 Request approval of a FDP Cost Reimbursement Subaward through University of Connecticut for the UConn Waterbury and Waterbury Public Schools Robotics Initiative.
- 5.5 Request approval of a Services Agreement with YouScience, LLC for Career Skills Certifications for High School Career and Technical Education Students.

6. *Adjournment*



WATERBURY
DEVELOPMENT CORPORATION

Date: June 16, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Members Building and School Facilities

Dr. Darren Schwartz, Superintendent

Mayor Paul K Pernerewski, Jr

From: Robert Dowd, Project Manager *PSD*

Subject: Project Authorization Letter for The Bergin Complex Roof Replacement Project

Dear Honorable Members of the Board of Education and Building School Facilities Committee,

Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Bergin Complex Roof Replacement Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014.

This Project Consists of the management and administration of the Bergin Complex Roof Replacement project. The Bergin Complex includes Crosby High School and Wallace Middle School. This Project involves the architectural design of the roof of the main building and shed as well as the assessment of the repairs needed and the construction of the roof replacement. The existing roofs are approximately 27 years old and have exceeded their expected lifespan. At this time, the estimated cost for the construction is \$4.5 million funded by Connecticut Department of Administrative Services and \$1.5 million funded by local capital funding.

This PAL will be presented at the July 13, 2026, Board of Aldermen meeting.

Attached please find the Project Authorization Letter. Representatives of Waterbury Development Corporation will be present at the meeting for any questions.

by said additional funding sources. The City and WDC agree that this PAL may be revised in accordance with the Master Municipal Agreement.

Payment to WDC shall be made (a) pursuant to authorization by the City after the review and final approval of WDC's requests for draw-downs against grant and program funds allocated to the City pursuant to the Master Municipal Agreement; and/or (b) pursuant to any Federal and/or State funding agreements for funds allocated directly to WDC on behalf of the City of Waterbury for the Project. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Municipal Agreement.

WDC is hereby given authorization to apply for, on behalf of the City of Waterbury, additional Federal and/or State funding that may be available to complete this project, with Board of Aldermen approval. **WDC agrees not to enter into a contract until a funding source is identified and approved by the relevant governing bodies.**

Please indicate your concurrence with this PAL by signing below and returning a copy to the City of Waterbury. Submission of the written acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Master Municipal Agreement will be incorporated into this PAL and shall together contain the legal and binding obligations of the WDC with respect to the management of this Project.

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this ____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

PAUL K. PERNEREWski JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

June 3, 2026

The Waterbury Development Corporation
Attn: James Nardozzi, Executive Director
83 Bank Street, 3rd Floor
Waterbury, CT 06702

RE: Project Authorization Letter, Bergin Complex Roof Replacement pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014

Dear Mr. Nardozzi:

On February 12, 2014, the City of Waterbury (City) and the Waterbury Development Corporation (WDC) entered into a Master Municipal Agreement for the Management of Projects. This Project Authorization Letter (PAL) is hereby issued pursuant to the Master Municipal Agreement.

The Waterbury Development Corporation shall be responsible for the project management services for the Bergin Complex Roof Replacement Project (hereinafter "Project"), as more specifically set forth in Exhibit A, attached hereto and made a part of this PAL. WDC shall commence work on this Project upon the receipt by the City of this PAL signed by WDC along with all necessary documents and insurance coverage as required by the Master Municipal Agreement. WDC shall perform all services set forth herein and as set forth in the Master Municipal Agreement pursuant to Exhibit A.

At this time, the estimated cost for the construction is \$4.5 million funded by Connecticut Department of Administrative Services and \$1.5 million funded by local capital funding. All documents and grant agreements related to funding sources are herein incorporated by reference and made a part of this PAL.

WDC shall be compensated through the City's annual contribution to WDC for services herein provided and otherwise in an amount not to exceed that amount allowed by said Federal and/or State and/or other funding sources for services herein provided. If additional funds are secured by WDC and/or City for this completion of this Project, WDC shall be compensated in such additional amount not to exceed that amount allowed

EXHIBIT A
Bergin Complex Roof Replacement
Scope of Services

General Overview

This Project consists of the management and administration of the Bergin Complex Roof Replacement project. The Bergin Complex includes Crosby High School and Wallace Middle School. This Project involves the architectural design of the roof of the main building and shed, as well as the assessment of the repairs needed and construction. The existing roofs are approximately 27 years old and have exceeded their expected lifespan. WDC shall be responsible for the overall management, and administration of all Phases related to this Project. In working collaboratively with the City, WDC shall provide all related services to this Project including, not limited to, general administration, professional and technical services, contract management, funding oversight and coordination, scheduling, contracting with all necessary consultants and contractors to perform the services herein.

WDC shall (as applicable to this Project):

1. Work with City staff to create an overall plan for this Project, shepherd this plan through approval process and implement and oversee all activities mandated by this plan;
2. Work with the City's Director of Finance, or his designee, to determine the cash flow needs of this Project;
3. Liaise with stakeholders including the City and the Project's consultants, engineers and contractors regarding various aspects of this Project;
4. Work with the City's Purchasing Department to procure all necessary professional, engineering and/or construction services for this Project;
5. Work with City on the bid/proposal/qualification evaluation process to ensure that all submission requirements are accounted for and that the most qualified/capable respondent is selected;
6. Evaluate submitted value engineering proposals with the City to identify options for obtaining optimum value and otherwise realize maximum value;
7. Attain all requisite approvals, clearances, consultant/contractor documentation, etc. for any/all professional service, engineering and/or construction agreements, contracts, and/or purchase orders and maintain copies of all associated paperwork;

8. Contract, on behalf of the City of Waterbury, with all necessary professionals, engineers and/or contractors for this Project;
9. On behalf of the City of Waterbury, enter into confidentiality, access or other agreements, with or without options to buy, as needed for this Project;
10. Manage the day-to-day activities of this Project on the City's behalf;
11. Oversee/Review the work of consultants, engineers and contractors to ensure compliance with terms and conditions of contracts, agreements, and/or purchase orders and perform all other obligations and responsibilities of the City's Project Manager as delineated in any agreement, contract and/or purchase order that the City and/or WDC may enter into for this Project;
12. Inform/Advise the City about the design, cost/budget, schedule, status, etc. of all work associated with this Project. This will likely include the review, management and administration of the following:
 - a. Environmental assessment/abatement/remediation plans (hazardous building material, soil, groundwater, etc.)
 - b. Environmental and geotechnical sampling plans and results
 - c. Work plans
 - d. Health and safety plans
 - e. Architectural/Construction plans
 - f. Demolition plans
 - g. Grading and drainage plans
 - h. Structural plans
 - i. Zoning regulations
 - j. Technical specifications
 - k. Work schedules
 - l. Agreements/Contracts/Purchase Orders for professional, engineering and construction services
13. Obtain and maintain all closeout documentation (reports, warranties/warranty letters, as-built drawings, etc.);
14. Assist in the preparation and presentation of all materials all materials, forms and reports required on the part of the City;
15. Make presentations to and appear before the Waterbury Board of Aldermen, Waterbury Board of Education and/or other committees or departments, as requested, to provide requested information or to provide status reports, with supporting documentation, which shall include, but is not limited to, budgetary and accounting information, project schedules and updates; and

16. Pursue additional funding opportunities, with approval from the Board of Alderman, that may become available that are consistent with and comply with City Ordinances.

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WATERBURY
DEVELOPMENT CORPORATION

Date: June 17, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Building and School Facilities Members

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr.

From: Mansi Doshi, Project Manager

Subject: **Review and Approval of Professional Services Agreement for RFP#8744 Wilby High School Football Field Reconstruction between City of Waterbury and BSC Group in the amount of \$223,790**

Dear Honorable Members of the Board of Education and Building School Facilities Committee,

Kindly give favorable consideration to approving the attached Professional Services Agreement for the design services associated with the Wilby High School Football Field Reconstruction Project between the City of Waterbury and BSC Group.

Responses to RFP #8744 were received from four (4) firms: BSC Group, Kaestle Boos, SLR Consulting, and Landmark. The Selection Committee consisting of Kevin McCaffrey, Director of Purchasing, James Keeley, Assistant Director of Finance, Joseph Begnal Jr, Project Support Coordinator, Nicholas Albini, Chief Operating Officer of Waterbury Public Schools, Mansi Doshi, Project Manager at WDC, and Robert Dowd, Project Manager at WDC the project history, evaluated all submitted proposals, and interviewed the three lowest-fee respondents. Following the interviews, the firms were requested to submit their Best and Final Offers. The results of the resubmitted proposals are as follows:

- BSC Group: \$223,790.00
- Kaestle Boos: \$225,000.00
- SLR Consulting: \$336,250.00

Based on BSC Group's extensive experience working with the City of Waterbury and the Waterbury Development Corporation (WDC) on successful projects, as well as their submission of the lowest responsive fee proposal, the Selection Committee unanimously recommends awarding the contract to BSC Group.



The total contract value is \$223,790.00 and is summarized as follows:

- Base Fee: \$106,540.00
- Alternate 1 – Synthetic Turf: \$2,975.00
- Alternate 2 – Press Box: \$43,580.00
- Alternate 3 – Scoreboard: \$7,310.00
- Alternate 4 – ADA Bleachers (1 Section, 100 Seats): \$1,190.00
- Alternate 5 – Restroom/Team Room Building: \$58,660.00
- Alternate 6 – 8-Lane Running Track: \$3,535.00

The design contract will be funded through a \$3,000,000 Urban Act Grant, pursuant to Section 4-66c of the Connecticut General Statutes, administered by the Connecticut Department of Energy and Environmental Protection (DEEP), and previously approved by the Board of Aldermen on December 15, 2025.

The scope of services to be provided by BSC Group includes site investigation, design development, preparation of final construction documents, bidding services, construction administration services, and post-construction services. The contract also includes the design of the alternates listed above.

Under the terms of the agreement, BSC Group shall substantially complete all required design services within forty-nine (49) consecutive calendar days following the City's issuance of a written Notice to Proceed (NTP). Final completion of all required services shall occur within thirty (30) consecutive calendar days thereafter, excluding construction administration and post-construction services, which will continue through the construction phase as required.

Attached for your review and approval is the Professional Services Agreement between the City of Waterbury and BSC Group, together with all supporting documentation.

**PROFESSIONAL SERVICES AGREEMENT
RFP NO. 8744
FOR
WILBY HIGH SCHOOL
FOOTBALL FIELD RECONSTRUCTION
PROFESSIONAL DESIGN SERVICES
BETWEEN
THE CITY OF WATERBURY
AND
BSC GROUP, INC.**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between **CITY OF WATERBURY** (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **BSC GROUP, INC.**, a duly registered Connecticut corporation with a principal place of business at 655 Winding Brook Drive, Glastonbury, Connecticut 06033 (the "Firm").

WHEREAS the Firm submitted a proposal to the City responding to **RFP NO. 8744**, titled **WILBY HIGH SCHOOL FOOTBALL FIELD RECONSTRUCTION PROFESSIONAL DESIGN SERVICES** (the "Project"); and

WHEREAS the City selected the Firm to perform services regarding **RFP NO. 8744**; and

WHEREAS the City desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in this agreement for the Project.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Firm shall furnish all 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 the "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. As described in Article 1.1 and **Attachment A**, the Firm will provide all professional services necessary to perform the investigation and assessment for the Project. The Firm agrees that the compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services (including those of his consultants (when approved by the City)) necessary to complete the Project, whether or not those services are individually expressed in this Agreement, the only exceptions to this being: (a) cost of those services that are provided by third parties and that are expressly designated therein as being the "City's responsibility" or are "City provided"; and (b) the cost of those engineering or consulting services that become necessary as a result of change in Project scope affecting the Firm and that are the subject of a written agreement between the City and the Firm as provided herein. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Firm shall make such revisions or modifications to its work, at its own cost and

expense, as the City may require to be deemed complete.

1.1. The Project, WILBY HIGH SCHOOL FOOTBALL FIELD RECONSTRUCTION PROFESSIONAL DESIGN SERVICES, consists of Architectural/Engineering/Construction Administration services for the investigation, assessment, recommendations and evaluations referred to above and more particularly detailed and described in **Attachment A**. The Project is funded by the Connecticut Department of Energy and Environmental Protection (the "CT DEEP"). **Attachments A and B (see Section 5.1)** are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1. Firm's Proposal submitted in response to **RFP NO. 8744**, dated April 27, 2026, and consisting of 70 pages, incorporated by reference;
2. Firm's two (2) page proposal (revised) for services and fee schedule entitled "Request for Proposal #8744 – Wilby HS Football Field Reconstruction" dated May 8, 2026, attached hereto, but with base project total corrected to \$106,540;
3. City's **RFP NO. 8744**, incorporated by reference;
4. Solicitation Addendum 1, dated April 21, 2026, incorporated by reference;
5. Firm's Certificate(s) of Insurance, attached hereto;
6. Firm's Stockholder's Affidavit, Non-Collusion Affidavit, and Debarment Certificate, incorporated by reference;
7. All applicable Federal, State and local statutes, regulations charter and ordinances, including those governing the CT DEEP Project funding;
8. All permits and licenses, incorporated by reference, and
9. All amendment and change orders issued by the City after execution of Contract, 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 Firm. 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** Federal, State, and local laws, regulations, charter and ordinances;
- 1.2.2** Contract Amendment(s) and Change Orders;
- 1.2.3** Contract;
- 1.2.5** RFP Addenda;
- 1.2.6** RFP Documents; and

1.2.7 Firm's two (2) page proposal (revised, but corrected) for services and fee schedule entitled "Request for Proposal #8744 – Wilby HS Football Field Reconstruction" dated May 8, 2026.

2. Firm Representations Regarding Qualification, Accreditation and Personal Services.

The Firm represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Firm 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. The services provided by the Firm are deemed to be personal services. The Firm shall assign to leadership positions those persons listed in Attachment A. The Firm shall not make substantial changes to this team without the approval of the City. Should circumstances beyond the control of the Firm result in changes to this team, the Firm shall submit the credentials of the Firm's proposed replacement team member for the City's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the City's rights to terminate the Contract, as provide for in this Agreement. Termination by the City because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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

3. Responsibilities of the Firm. All data, information, etc. given by the City to the Firm and/or created by the Firm shall be treated by the Firm 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 Firm agrees to forever hold in confidence all files, records, documents and other information which may come into the Firm'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 Firm disclosure is required to comply with statute, regulation, or court order, the Firm shall provide prior advance written notice to the City of the need for such disclosure. The Firm agrees to properly implement the services required in the manner provided.

3.1. Use of City Property. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall have access to such areas of City property as the City and the Firm agree are necessary for the performance of the Firm's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Firm may mutually agree. Firm 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. Firm 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 Firm, City may, but shall not be required to, correct same at Firm'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 Firm is required to be on City property to render its services hereunder, the Firm 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 Firm, unless written permission is obtained from the City to work during other times. This condition shall not excuse Firm from timely performance under the Contract. The work schedule must be agreed upon by the City and the Firm.

3.3. Cleaning Up. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Firm, 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 Firm.

3.4. Publicity. Firm 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. The Firm agrees to provide professional services that reflect the highest standards of professional care. If changes in schedule are requested by the City or otherwise develop during the Project that would require the Firm to perform with a lesser standard of care to meet the schedule, it is solely the responsibility of the Firm to notify the City in advance in writing that such deviation will be required and to provide to the City the specific basis for that opinion. The Firm shall not deviate to a lesser standard of care in the absence of an express written authorization by the City. This paragraph shall not be construed to authorize performance by the Firm at a standard of care that is less than that which is required by law, or which is expected of like firms practicing under similar circumstances and conditions.

3.6. Firm's Employees. The Firm shall always 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 Firm 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 Firm 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 Firm to complete Due Diligence prior to submission of its proposal shall be borne by the Firm. Furthermore, the Firm 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 Firm, 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 Firm.

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 Firm 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 Firm, unless directed otherwise by the City, shall deliver written reports bi-weekly to the City's designated representative (initially, Waterbury Development Corporation) 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 Firm and/or delivered by the Firm 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 3.8(iii) above, (vi) the Firm's declaration as to whether the entirety of the Firm'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 Firm's designated representative.

The Firm's failure to deliver any report required herein shall be deemed a material breach of this Contract and 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 Firm 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. Firm 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 Firm 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 Firm 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 Firm shall not permit any person with a disqualifying criminal history to have contact with a student. The Firm agrees the "direct contact" shall include the Firm 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 Firm's written request, the City will provide the Firm with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Firm 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 Firm for the purpose of carrying out the services under this Contract.

5. Contract Time. The Firm shall commence all work and services required under this Contract upon the City's issuance of a Notice to Proceed and shall reach Substantial Completion of all work and services within **forty-nine (49) consecutive calendar days** of the City's written Notice to Proceed and Final Completion shall be **thirty (30) consecutive calendar days** thereafter

5.1. Time is of the essence in this Agreement. The Firm agrees to complete Project performance as required in **Section 5** above and **Attachment B** (Firm's Project Schedule from Page 52 of its response to **RFP NO. 8744**) including and in accordance with the Project Milestones. The Firm will be bound by the Project Milestones and will not deviate from it without the City's prior written authorization. It is expressly understood and agreed, by and between the Firm and City, that the Contract Time is reasonable for the completion of the Work. The Firm shall be subject to City imposed fines and/or penalties in the event the Firm breaches the foregoing milestone dates equal to **seven hundred fifty dollars (\$750) in liquidated damages for each** day the Firm exceeds the performance time provided above and Firm agrees that such liquidated damages are not a penalty and are fair and reasonable as the City's damages are difficult to ascertain in the event of such breach.

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 Firm 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 Firm 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 Firm shall pay to the City the sum of the greater of **Seven Hundred Fifty Dollars (\$750.00)** per calendar day for each calendar day for which the Firm is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in **Section 5**, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon

not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Firm under this Contract. The Firm 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 Firm 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 Firm for satisfactory provision of all the goods and services set forth in this Contract as follows in this **Section 6**.

6.1. Fee Schedule. The fee payable to the Firm shall not exceed **TWO HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$223,790)** and shall be in accordance with Firm's proposal (revised, but with total of base items corrected as shown in (i) below), dated May 8, 2026, which is included in **Attachment A**. The hourly rates set forth in said attachment shall be used for invoicing purposes. In no event shall the cost of the Project exceed the fee set forth above. The fee is summarized below:

- i. \$106,540 (base payment);
- ii. \$2,975 (Alternate 1 – Synthetic Turf);
- iii. \$43,580 (Alternate 2 – Press Box);
- iv. \$7,310 (Alternate 3 – Scoreboard);
- v. \$1,190 (Alternate 4 – ADA Bleachers, 1 Section, 100 Seats);
- vi. \$58,660 (Alternate 5 – Restroom/Team Room Building); and
- vii. \$3,535 (Alternate 6 – 8 Lane Running Track).

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

6.3. Review of Work. The Firm 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 Firm 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 Firm's demand for payment. The City shall not certify fees for payment to the Firm until the City has determined that the Firm has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Firm in preparing its proposal for **RFP NO. 8744** shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Firm 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 Firm 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 Firm shall furnish a legal statement to the City that all payments required under this subparagraph have been made. Additionally, during the course of the Project, at the City's option, it may require partial waivers of lien and claim from the Firm and all subcontractors and materialmen with each payment application.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Firm, 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 Firm has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Firm 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 Firm 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 Firm for that item. Firm 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 Firm shall indemnify, defend, and hold harmless the City, the City's Boards, Department of Education, commissions, agents, officials and employees, as well as Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, 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 Firm, 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 Firm 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 or Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors and shareholders by the Firm or any employee of the Firm, 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 Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, Waterbury Development Corporation and all affiliated entities and each of their respective members, managers, partners, officers,

directors, shareholders, commissions, commissioners and officials as provided in this Contract.

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

8.5. Royalties and Patents. The Firm 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 Firm'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 Firm 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 Firm and as to any award made thereunder.

8.6. In the event this Contract and/or the Firm'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 Firm 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 Firm, or its subcontractor, omission or commission.

9. Firm's Insurance.

9.1. The Firm shall not commence work under this Contract until all insurance required under this **Section 9** has been obtained by the Firm and such insurance has been approved by the City. The Firm 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 Firm shall purchase and maintain the insurance coverages set forth below which shall protect the City and Waterbury Development Corporation 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 Firm's obligation under this Contract, whether such obligations are the Firm's or subcontractor, or person or entity directly or indirectly employed by said Firm or subcontractor, or by

any person or entity for whose acts said Firm 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 effective 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, always during which the services are to be performed by the Firm:

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

9.4.2 Automobile Liability Insurance: **\$1,000,000.00** combined single limit (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**

EL Disease Each Employee: **\$1,000,000**

EL Disease Policy Limit: **\$1,000,000**

Firm 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; and

\$1,000,000.00 Aggregate.

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

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

9.6. Cancellation: The City of Waterbury and Waterbury Development Corporation shall receive written notice of cancellation from the Firm 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 Firm's General and Automobile Liability Insurance policies shall be endorsed to add the City of Waterbury and Waterbury Development Corporation, 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 a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded to the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm'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 Firm 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, Waterbury Development Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees is listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability. All policies include a waiver of subrogation on all lines of coverage except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The Firm 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. Upon execution of this Agreement, the Firm shall deliver to the City a copy of the Firm's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Firm 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 Firm 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 Firm's work and services shall be secured in advance and paid by the Firm. The Firm 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 Firm for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Firm remains liable, however, for any applicable tax obligations it incurs. Moreover, the Firm 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 Firm 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 Firm 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 entity 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 Firm is aware of, and shall comply with to the extent applicable,

the provisions of both the Federal Davis-Bacon Act and the American Rescue Plan Act of 2021, the provisions of both acts are hereby incorporated by reference and made a part of this Contract.

11. Discriminatory Practices. In performing this Contract, the Firm 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 Firm 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 Firm 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. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Firm 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 75, 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 75 regulations.

12.3. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm'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 Firm agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, 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 75. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

12.5. The Firm will certify that any vacant employment positions, including training positions, that are filled (i) after the Firm 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 75 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 C.F.R. Part 75.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 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 Firm, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm 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 Firm of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 13.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 13.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 13.2**.

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

13.1.2 Notwithstanding the above, the Firm 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 Firm, and the City may withhold any payments to the Firm for the purpose of setoff until such time as the exact amount of damages due the City from the Firm is determined. To the degree that the Firm's negligent conduct, failure to perform, or omissions results in damages to the City, the Firm will be liable for those damages. Nothing in this Agreement shall relieve the Firm of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

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 Firm. If this Contract is terminated by the City as provided herein, the Firm 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 Firm covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Firm 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 Firm 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 Firm.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Firm for the agreed to level of the products, services and functions to be provided by the Firm 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 Firm, 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 Firm 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 Firm 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. Regarding third party products, the Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Firm for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Firm 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 Firm 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 Firm 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 Firm 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 Firm may

negotiate a mutually acceptable payment to the Firm 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 Firm. The Firm may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Firm 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 Firm will be compensated by the City for work performed prior to such termination date and the Firm 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 Firm 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 Firm 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 Firm hereby assigns to the City, without reservation, all copyrights to all project related documents, models, photographs, and other expression created by the Firm. Among those documents are certain "Instruments of Service", including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the City. Also, the City's obligation to pay the Firm is expressly conditioned upon the Firm's obtaining a valid written comprehensive assignment of copyrights from his Firms in terms identical to those that obligate the Firm to the City as expressed in this subparagraph, which copyrights the Firm, in turn, hereby assigns to the City. The City, in return, hereby grants the Firm a nonexclusive license to reproduce the document for purposes relating directly to the Firm's performance of this Project, for the Firm's archival records, and for the Firm's reproduction of drawings and photographs in the Firm's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the City in its reasonable discretion. No other project related documents may be reproduced for any other purpose without the express written permission of the City in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Firm. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this

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Agreement by the Firm or the commission by the Firm of a tort or a crime potentially affecting the City or the Project. This nonexclusive license is granted to the Firm alone and shall not be assigned by the Firm to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Firm's assignment of this nonexclusive license to another or his attempt to do so.

15. Force Majeure. Firm 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, Firm shall use its best efforts to meet the schedule set forth in **Section 5** of this Contract.

16. Subcontracting. The Firm shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Firm's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Firm 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 Firm 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 Firm shall be as fully responsible to the City for the acts and omissions of the Firm's subcontractors, and of people either directly or indirectly employed by them, as it is for the acts and omissions of people directly employed by the Firm.

17. Assignability. The Firm may not assign his interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City without cause. The City reserves the right, upon notice to the Firm, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the City's obligation under the Agreement.

The Firm 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 Firm 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 Firm's books of account in relation

FINAL PSA for BSC
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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 Firm 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 Firm 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 Firm, by someone under the care and/or control of the Firm, by any subcontractor of the Firm, or by any shipper or delivery service. The Firm 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 Firm 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 Firm. The Firm 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 Firm 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 Firm.

22. Independent Contractor Relationship. The relationship between the City and the Firm is that of client and independent contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the City. The Firm 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 Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm 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 Firm or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm 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 Firm 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. If the Firm determines that services beyond the Project's scope are required, it shall notify the City in writing, stating the basis for that determination and the fees and expenses that the Firm believes will be incurred by the City if the City authorizes such services. Under no circumstances will the City be obligated to compensate the Firm or others for fees and expenses related to additional services unless the City has authorized the performance of such services in writing in advance. Upon receipt of such written notice, at the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

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

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

25.1.3 the Final Completion Date has not been changed.

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

25.2.1 an upward adjustment to a Firm'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 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 designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed the Firm and the City or designated representative(s) prior to the Firm'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 Firm 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 **RFP NO. 8744** and (ii) the Firm's proposal responding to **RFP NO. 8744**.

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 because the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection. The Firm 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. The City may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the City. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the City shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Firm hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The Firm also agrees to prepare or modify all project related documents used or prepared by the Firm, including, but not limited to, Agreements between Firm and his Firms, Agreement between the City and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Firm and its consultants to conform with this paragraph. The Firm waives all objections to joinder of the Firm as a party to any mediation, arbitration, or litigation related to this Project in which the City is joined or is otherwise positioned as a party and in which the Firm's conduct or his performance of professional services is in any way relevant to the subject of a dispute. Notwithstanding any such claim, dispute or legal action, the Firm shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

**FINAL PSA for BSC
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28. Binding Agreement. The City and the Firm 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 or the Firm, 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:

Firm: BSC Group, Inc.
655 Winding Brook Drive
Glastonbury, Connecticut 06033

City: City of Waterbury
Corporation Counsel's Office
City Hall, Third Floor
235 Grand Street
Waterbury, CT 06702

With a copy to: Waterbury Development Corporation
Third Floor
83 Bank 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 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 Firm 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 Firm or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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

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

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

32.9. The Firm 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 Firm 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 or at: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury 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 Firm 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 Firm 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 Firm 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 Firm records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES:

CITY OF WATERBURY

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

Date: _____

WITNESSES:

BSC GROUP INC.

By: _____
Robert Newtown, Duly Authorized

Date: 6/16/26

ATTACHMENT A

ATTACHMENT B

CT SCHEDULE

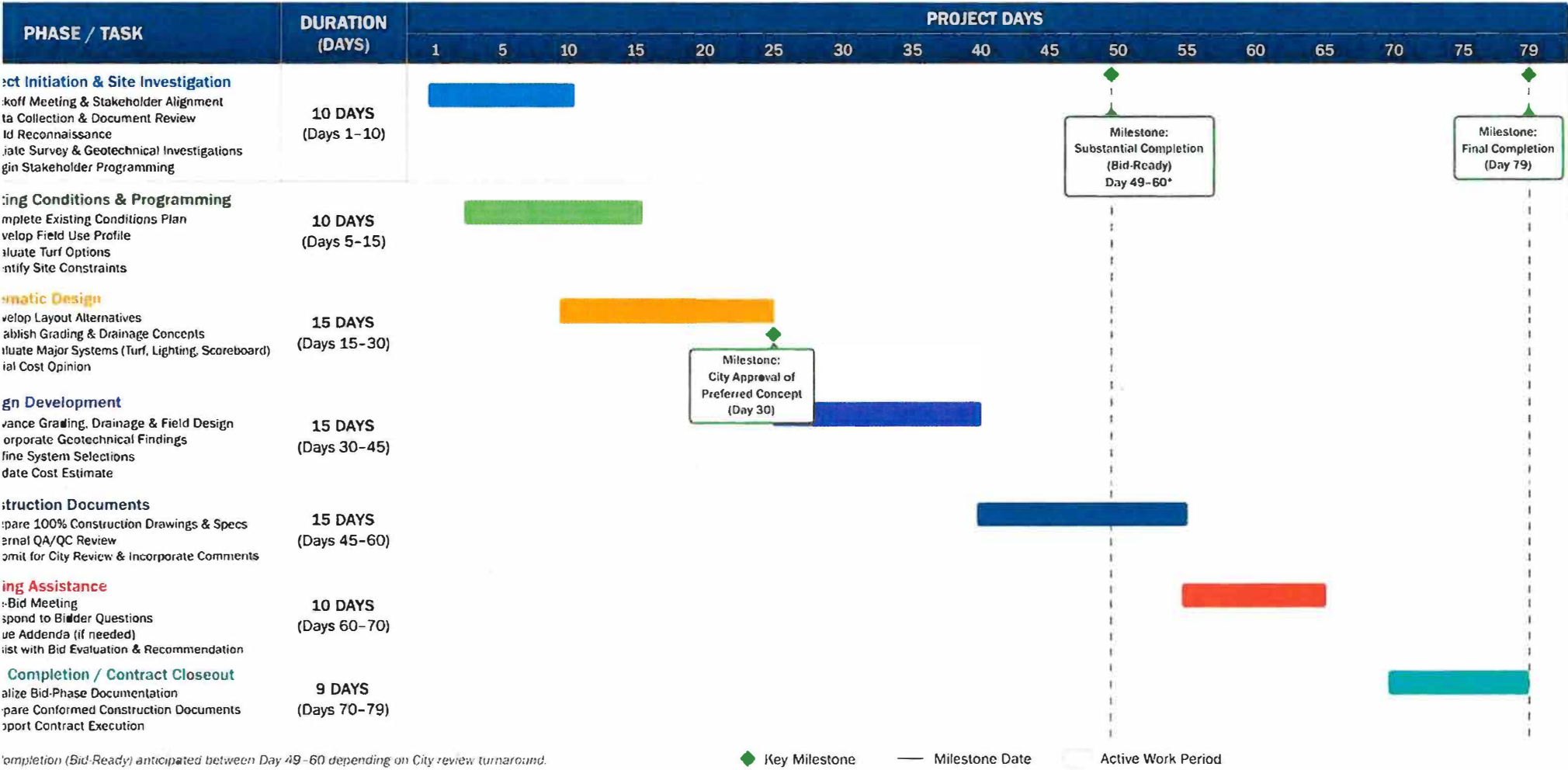
p’s schedule is built around a fast-track delivery model that prioritizes early decision-making, parallel technical workflows, and continuous
gement to ensure the project is delivered within the aggressive 79-day timeframe without compromising quality or performance.

BY HIGH SCHOOL FOOTBALL FIELD RECONSTRUCTION

USED PROJECT SCHEDULE – 79 DAYS TOTAL

up – Fast-Track Delivery Approach

SCHEDULE SUMMARY	
Substantial Completion (Bid-Ready):	Day 49–60*
Final Completion:	Day 79
Total Duration:	79 Days



**AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
for
Preventative Maintenance
between
The City of Waterbury, Connecticut
and
Automated Logic Contracting Services, Inc.**

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 **AUTOMATED LOGIC CONTRACTING SERVICES, INC.**, a State of Delaware corporation ("Consultant"), with a principal place of business located at 1150 Roberts Boulevard, Kennesaw, Georgia (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, the City entered into an Agreement with Consultant, effective on February 14, 2025, which provides for preventative maintenance to the Building Management System (BMS) at seventeen Waterbury School locations for a term of three years and total compensation in the amount of \$488,294.40 (the "Agreement" or "Contract");

WHEREAS, the parties wish to extend said preventative maintenance services to Waterbury Arts Magnet School (WAMS);

WHEREAS, the parties, pursuant to Paragraph 21 of the Agreement, wish to amend the Agreement to include WAMS as a recipient of Consultant's preventative maintenance services at an additional cost of \$95,807.00, and a total cost of \$584,101.40;

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 Consultant shall provide, preventative maintenance to Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School, Waterbury Career Academy and Waterbury Arts Magnet School, for a total of eighteen (18) Waterbury School locations as is further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof.

2. **Section 8.1 “Fee Schedule” of the Agreement shall be amended to add the following additional terms of compensation:**

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **FIVE HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED ONE and 40/100 DOLLARS (\$584,101.40)** (hereinafter referred to as “Total Compensation”) for the entire three (3) year term of the Agreement, in accordance with Consultant’s Cost Proposal dated December 5, 2024, consisting of 2 pages, and Consultant’s Proposal entitled “Waterbury Art Magnet School – Remain Controls Replacement,” dated May 13, 2026, attached hereto, and as further detailed below:

6.1.1 Base fee in the amount not to exceed **FIVE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED ELEVEN and 00/100 DOLLARS (\$539,711.00)**; and

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

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

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated February 14, 2025, shall remain in full force and effect and binding upon the parties.

WITNESS:

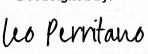
CITY OF WATERBURY

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

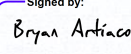
Date: _____

WITNESS:

**AUTOMATED LOGIC CONTRACTING
SERVICES, INC.**

DocuSigned by:

7BD6A1BBBEF34E5...
Leo Perritano

22 June 2026 | 17:57:06 EDT

Signed by:

By: _____
Name: Bryan Artiaco
Its:

Date: 22 June 2026 | 18:00:49 EDT

BUILDING AUTOMATION SYSTEM PROPOSAL

AutomatedLogic

Waterbury Art Magnet School – Remain Controls Replacement

Prepared For: City Of Waterbury
Attn: Mike Konopka
ALC Quote: 26-00380

Date: May 13, 2026

Prepared By: Leo Perritano | Sr. Sales Engineer
M: 860-883-7867
leo.perritano@carrier.com

Terms: This proposal is subject to the Automated Logic Terms & Conditions of Sale for the Country/Region where the goods/services subject to this proposal are delivered posted on Carrier's webpage: <https://www.corporate.carrier.com/legal/terms-of-sale>

Project Description:

Automated Logic is pleased to provide this proposal to replace existing Siemens controls on the following equipment below using Automated Logic BACnet Controllers and sensors. Automated Logic will provide all necessary hardware, software, project management, engineering, programming, graphics, electrical installation, point-to-point, startup/checkout, and standard one year warranty.

Project Cost

Base: Siemens controls on Air Handler Units. (AHU)	\$95,807.
Add Alternate #1: Palace/WAM AHU-9	\$14,146.

Above pricing is based on Automated Logic GSA Contract No: GS-07F-135DA, Schedule: 84, SIN: 246 42 1

General Scope of Work

- Extend Automated Logic WebCTRL Server.
- Provide the following BMS Features:
 - Update Equipment Graphics.
 - Advanced Trending and Reporting.
 - Occupancy Environmental Index.
 - Advanced Alarming and Time Lapse Functionality.
- The control wire shall follow builder's lines and be supported with D-ridges. In mechanical rooms and areas of abuse shall be installed within a EMT conduit system.
- Provide site Project Management.
- All applicable configurations and checkout of newly installed system.
- Provide Submittal and final As Built drawings.
- Provide standard (1) year warranty for the ALC furnished material and Labor.
- CT-Sales Tax is not included.
- This proposal is based on labor during normal business hours.
- Prevailing Wage Rates. Unless alternate #3 is acceptable.

Scope of Work

Replace Remaining Siemens AHUs controls:

- Replace Siemens DDC controls with Automated Logic.
 - Air Handler Unit #1, 2,3,5,6 &8. (Qty-7)
 - Exhaust Fans (Qty-7)
- Provide and install Automated Logic controllers and expanders.
- Provide and replace the following points:
 - AHUs - Mixed air temperature sensor.
 - AHUs - Supply air temperature sensor.

BUILDING AUTOMATION SYSTEM PROPOSAL



- AHUs - Return air temperature sensor.
- AHUs - Return air humidity sensor.
- AHUs - Return air CO2 sensor.
- Reuse existing AHUs mixed air damper actuators and dampers.
- Reuse existing AHUs heating and cooling coil control valves.
- Reuse existing AHUs fan start/stop and status relays.
- Reuse existing AHUs low limit detection sensors and verify safety shutdown.
- Provide deficiency list of any failed devices and follow up with proposal.

Alternate#1 Scope of Work

Replace Palace/WAM Remaining Siemens AHU-9 controls

- Replace Siemens DDC controls with Automated Logic.
 - Air Handler Unit #9. (Qty-1)
- Provide and install Automated Logic controllers and expanders.
- Provide and replace the following points:
 - AHUs - Mixed air temperature sensor.
 - AHUs - Supply air temperature sensor.
 - AHUs - Return air temperature sensor.
 - AHUs - Return air humidity sensor.
 - AHUs - Return air CO2 sensor.
- Reuse existing AHUs mixed air damper actuators and dampers.
- Reuse existing AHUs heating and cooling coil control valves.
- Reuse existing AHUs fan start/stop and status relays.
- Reuse existing AHUs low limit detection sensors and verify safety shutdown.
- Provide deficiency list of any failed devices and follow up with proposal.

Scope Clarifications & Exclusions

Clarifications:

- Provide all necessary low voltage control wiring per local installation code.
- Provide (1) hours of onsite customer training.
- This proposal is valid for (30) days.
- This proposal is based on labor during normal business hours.
- Construction Prevailing Wage Notice – Automated Logic does not employ laborers or mechanics subject to the prevailing wage requirements of the Davis-Bacon Act and similar state statutes. Automated Logic's job functions include design, programming, engineering, and verification of computerized automation systems, control modules and end devices, and performance of software modification. Any work to install equipment is performed by other companies in the construction and installation business. If applicable, Automated Logic will flow all construction prevailing wage requirements down to its subcontractors performing covered labor.

Exclusions:

- Liability for existing controls and equipment to remain.
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.
- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.
- **CT-Sales Tax is not included in above price.**

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

BUILDING AUTOMATION SYSTEM PROPOSAL



Sincerely,

Leo Perritano

Leo Perritano

Sr. Sales Engineer

Automated Logic Contracting Services

Mobile: 860-883-7867

leo.perritano@carrier.com

www.automatedlogic.com

By accepting this Proposal, Customer agrees to comply with the Automated Logic Terms & Conditions of Sale posted on posted on Carrier's webpage: <https://www.corporate.carrier.com/legal/terms-of-sale>:

PROCEED AS INDICATED:

Automated Logic Contracting Services Inc.

CUSTOMER:

Name

Customer Name

Signature

Date

Signature

Date

Title

Title

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]		Department of the Treasury via CT State BOE
Pass-Through Entity (PTE): University of Connecticut		Subrecipient: Waterbury Public Schools
PTE PI: Fumiko Hoeft		Sub PI: Darren Schwartz
PTE Federal Award No: 24SDE0128AA		Subaward No: 215982169
Project Title: The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative		
Subaward Budget Period: Start: 12/31/2024 End: 12/31/2026		Amount Funded This Action (USD): \$ 294,075.00
Estimated Period of Performance: Start: 12/31/2024 End: 12/31/2026		Incrementally Estimated Total (USD): \$ 294,075.00

Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(b). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE shall direct written notice to the Subrecipient's Authorized Official contact, and Subrecipient shall direct written notice to the PTE's Authorized Official contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
Name: Tanja deMauro	Date:	Name:	Date:
Title: Associate Director, Pre-Award Services		Title:	

Attachment 1

Certifications and Assurances

Subaward Number:

215982169

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

215982169

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

21.027

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

See Attachment 6

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

See Attachment 6

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

See Attachment 6

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: Department of the Treasury via CT State BOE

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Subrecipient shall report any changes to debarment and/or suspension status, in accordance with 2 CFR 200.214 and 2 CFR 180, to PTE's Administrative Representative contact, as designated on Attachment 3A. Such report shall be made before expenditure of funds authorized in this Subaward and within 10 days of any subsequently identified changes.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

215982169

PTE Information

Entity Name: University of Connecticut

Legal Address: 438 Whitney Road Extension, Unit 1133
Storrs, CT 06269-1133

Website: <https://ovpr.uconn.edu/>

PTE Contacts

Central Email: subawards@uconn.edu

Principal Investigator Name: Fumiko Hoeft

Email: fumiko.hoeft@uconn.edu

Telephone Number: 650-245-7016

Administrative Contact Name: Vanessa Mitchell

Email: vanessa@uconn.edu

Telephone Number:

COI Contact email (if different to above): fcoi@uconn.edu

Financial Contact Name: Accounts Payable

Email: apinquiries@uconn.edu

Telephone Number: 860-486-4137

Email invoices? ☒ Yes ☐ No Invoice email (if different): apinvoices@uconn.edu

Authorized Official Name: Tanja deMauro

Email: subawards@uconn.edu

Telephone Number: 860-486-3622

PI Address:

UNIVERSITY OF CONNECTICUT
UConn WATERBURY
99 East Main Street
Waterbury, Connecticut 06702

Administrative Address:

University of Connecticut
438 Whitney Road Extension, Unit 1133
Storrs, CT 06269-1133

Invoice Address:

University of Connecticut
3 Discovery Drive, Unit 6080
Storrs, CT 06269-6080

Attachment 3B

Subrecipient Contacts

Subaward Number:

215982169

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name:

EIN No.: Institution Type:

UEI: Currently registered in SAM.gov: ☐ Yes ☐ No

Exempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI: **This section for U.S. Entities:** Zip Code [Look-up](#)

Place of Performance Address Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

215982169

Subrecipient:

Institution Name: Waterbury Public Schools

PI Name: Darren Schwartz

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subaward Number:

215982169

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- ☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- ☒ Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
215982169

Statement of Work

☐ Below ☒ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Cost Rate Information	Rate Applied: 0 %	Cost Sharing	No
Type: No Recovery	Base: No Recovery	If Yes, include Amount: \$	

Budget Details ☐ Below ☒ Attached, pages

Budget Totals

Direct Costs	\$	294,075.00
Indirect Costs	\$	0.00
Total Costs	\$	294,075.00

All amounts are in United States Dollars

Waterbury Public Schools (WPS)

Robotics Initiative

Scope of Work and Budget

- I. **Purpose:** To increase the number of students participating in robotics, advancing through middle and high school into UConn Waterbury's Robotics Engineering programs. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities, utilizing funding provided by the SDE.
- II. **Duties and Responsibilities:**
 - A. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities. The primary activities include the establishment of First Lego League and First Robotics Competition teams across WPS middle and high schools. Students will learn to build and program robots, guided by teachers who receive specialized training. UConn Waterbury will provide mentorship from university students and faculty, as well as access to robotics labs for collaborative learning and practice.
 - B. The delivery mechanism includes in-school robotics classes, after-school clubs, and workshops hosted both at WPS and UConn Waterbury. These programs will culminate in participation in local, regional, and national robotics competitions. Partnerships with organizations such as Connecticut State Department of Manufacturing, Northwest Regional Workforce Investment Board (NRWIB), and local industries will provide students with exposure to career pathways in robotics and advanced manufacturing.
 - C. In response to the economic and educational challenges exacerbated by COVID-19, this initiative addresses the learning gap, particularly in STEM fields, by offering a structured, skill-building program aimed at improving student engagement and future employability. The program's focus on underserved communities and students most affected by the pandemic ensures that the response is proportional to the public health and economic impacts of COVID-19. Through robotics, students will gain critical 21st-century skills that will support recovery by preparing them for high-wage, in-demand careers.

III. Project Timeline:

Waterbury Public Schools	Description	Fiscal Year
Program Launch	Recruit participating WPS Schools and establish robotics Teams.	December 2024- January 2025
Teacher Training	Conduct Professional development workshops for WPS educators to introduce robotics curricula. Purchase supplies and equipment	
Program Implementation	Begin in-class and after-school robotics activities for middle and middle school and high school students.	
Mentor Matching	Pair UCONN Waterbury students with WPS teams for mentorship and guidance	February 2025-April 2025
Robotics Competitions	Participate in local First Lego League and First Robotics events.	April 2025-May 2025
Progress Review	Mid-year evaluation of student participation, robotics projects, and competition results.	
Year 1 Evaluation	Assess program success based on student participation data and feedback from teachers and mentors.	June 2025
Summer Workshop	Host a robotics camp for continuing and new students	
Expansion	Increase the number of schools and students involved in the program.	September 2025-June 2025
Continued Competitions and Mentorships	Build on student projects and mentor relationships.	

Data Collection	Evaluate ongoing program success.	
Final Evaluation	Complete comprehensive assessment of student outcomes, including	July 2026-August 2026
Final Robotic Showcase	STEM course enrollment and competition performance. Host an event highlighting student projects and successes.	

IV. Budget:

Budget Categories	Year 1 12/31/2024 – 12/31/2025	Year 2 1/1/2026 – 12/31/2026	Total
Line 100: Personnel Services -Salaries	18,000.00	18,000.00	36,000.00
Line 300:			58,575.00
Professional Development	4,800.00	4,800.00	
Transportation	24,487.50	24,487.50	
Line 500:			49,500.00
First Robotic Competition Registration		30,000.00	
First Lego League Registration	9,750.00	9,750.00	
Line 600: Supplies	110,000.00		110,000.00
Line 700: Property	40,000.00		40,000.00
Total	207,037.50	87,037.50	294,075.00

UConn Robotics Planned Budget

LINE 100 \$ 36,000.00

Year 1 - \$18,000 (2025)

First Lego League (FLL) Coach Position - \$2,000 per coach

55.5 total hours @ \$36/h

9 Schools - 1 coach per school

$\$2,000 \times 9 = \$18,000$

Year 2 - \$18,000 (2026)

First Lego League (FLL) Coach Position - \$2,000 per coach

9 Schools - 1 coach per school

$\$2,000 \times 9 = \$18,000$

LINE 300 \$ 58,575.00

Year 1 - Professional Development - \$4,800

9 coaches

\$533 per coach

Year 1 - Transportation - \$24,487.50

5 FRC Schools

10 competition dates x 5 schools = 50 buses

\$489.75 per bus

$\$489.75 \times 50 = \$24,487.50$

Year 2 - Professional Development - \$4,800

9 coaches

\$533 per coach

Year 2 - Transportation - \$24,487.50

5 FRC Schools

10 competition dates x 5 schools = 50 buses

\$489.75 per bus

$\$489.75 \times 50 = \$24,487.50$

LINE 500 \$ 49,500.00

Year 1 - First Lego League Registration - \$9,750

9 schools

\$1,083 per school

Year 2 - First Lego League Registration - \$9,750

9 schools

\$1,083 per school

Year 2 - First Robotics Competition Season - \$30,000

5 schools

\$6,000 per school

LINE 600 \$ 110,000.00

Year 1 & 2 First Robotics Supplies - \$95,000

5 schools - \$19,000 per school

\$19,000 spent as follows:

Power Tools and Equipment - \$5,000

Drive System Bundles - \$10,000

Electrcial Bundles - \$2,000

Hardware Bundles - \$3,000

Pneumatics Bundles - \$2,000

Year 1 & 2 First Lego League Supplies - \$15,000

9 schools

3 Spike Prime kits per school

\$550 per kit

LINE 700 \$ 40,000.00

Year 1 & 2 First Lego League

5 Schools

1 robot trailer per school

\$8,000 per trailer

TOTAL GRANT \$ 294,075.00

Attachment 6**Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

Agreement Between
The Connecticut State Board of Education
and
The University of Connecticut
Contract No. 24SDE0128AA

This Memorandum of Agreement is made between the Connecticut State Board of Education ("CSBE"), on behalf of the Connecticut State Department of Education ("SDE"), located at 450 Columbus Boulevard, Hartford, CT 06103, and the Waterbury campus at the University of Connecticut ("Contractor" or "UConn"), located at 99 East Main Street, Waterbury CT.

I. Purpose: The purpose of this Agreement is to increase the number of students participating in robotics, advancing through middle and high school into UConn Waterbury's Robotics Engineering programs. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities, utilizing funding provided by the SDE.

II. Duties and Responsibilities of The Contractor:

The Contractor shall:

- A. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities. The primary activities include the establishment of **First Lego League** and **First Robotics Competition** teams across WPS middle and high schools. Students will learn to build and program robots, guided by teachers who receive specialized training. UConn Waterbury will provide mentorship from university students and faculty, as well as access to robotics labs for collaborative learning and practice.
- B. The delivery mechanism includes in-school robotics classes, after-school clubs, and workshops hosted both at WPS and UConn Waterbury. These programs will culminate in participation in local, regional, and national robotics competitions. Partnerships with organizations such as **Connecticut State Department of Manufacturing, Northwest Regional Workforce Investment Board (NRWIB)**, and **local industries** will provide students with exposure to career pathways in robotics and advanced manufacturing.
- C. In response to the economic and educational challenges exacerbated by COVID-19, this initiative addresses the learning gap, particularly in STEM fields, by offering a structured, skill-building program aimed at improving student engagement and future employability. The program's focus on underserved communities and students most affected by the pandemic ensures that the response is proportional to the public health and economic impacts of COVID-19. Through robotics, students will gain critical 21st-century skills that will support recovery by preparing them for high-wage, in-demand careers.

III. Duties and Responsibilities of the CSBE/SDE:

The CSBE/SDE shall:

- D. Provide funding in an amount not to exceed \$400,000.00 in accordance with Section VII below.

Agreement Between
The Connecticut State Board of Education
and
The University of Connecticut
Contract No. 24SDE0128AA

IV. Term: This Agreement shall become effective upon execution by both parties and shall continue until December 31, 2026, unless sooner terminated in accordance with the terms of this Agreement.

V. Project Timeline:

Waterbury Public Schools	Description	Fiscal Year
Program Launch	Recruit participating WPS Schools and establish robotics Teams.	December 2024- January 2025
Teacher Training	Conduct Professional development workshops for WPS educators to introduce robotics curricula.	
	Purchase supplies and equipment	
Program Implementation	Begin in-class and after-school robotics activities for middle and middle school and high school students.	February 2025-April 2025
Mentor Matching	Pair UCONN Waterbury students with WPS teams for mentorship and guidance	February 2025-April 2025
Robotics Competitions	Participate in local First Lego League and First Robotics events.	April 2025-May 2025
Progress Review	Mid-year evaluation of student participation, robotics projects, and competition results.	
Year 1 Evaluation	Assess program success based on student participation data and feedback from teachers and mentors.	June 2025
Summer Workshop	Host a robotics camp for continuing and new students	
Expansion	Increase the number of schools and students involved in the program.	September 2025-June 2025

Agreement Between
The Connecticut State Board of Education
and
The University of Connecticut
Contract No. 24SDE0128AA

Continued Competitions and Mentorships	Build on student projects and mentor relationships.	
Data Collection	Evaluate ongoing program success.	
Final Evaluation	Complete comprehensive assessment of student outcomes, including STEM course enrollment and competition performance.	July 2026-August 2026
Final Robotic Showcase	Host an event highlighting student projects and successes.	

UCONN	Description	Fiscal Year
Program Implementation	Establish robotics club at UCONN Waterbury campus with guidance from UCONN Storrs robotics program and students club.	February 2025- April 2025
Mentor Matching	Developing and offering education modules for WPS students and educators.	
Robotics Competitions	Mentoring and guidance of WPS teams by UCONN students and faculty.	April 2025-May 2025
Summer Workshops	Offering robotics summer camp at UCONN campus for WPS students and/or teachers	June 2025
Expansion	Offering education modules and campus visit opportunities for WPS students and educators.	September 2025- June 2026
Final Robotics Showcase	Hosting robotics competition on UCONN Campus.	July 2026- August 2026

VI. Payment Schedule:

Agreement Between
The Connecticut State Board of Education
and
The University of Connecticut
Contract No. 24SDE0128AA

Waterbury	Year 1- 2025 Amount	Year 2- 2026 Amount
Personal Services- Salaries	\$18,000	\$18,000
Personnel Development	\$4,800	\$4,800
Transportation	\$24,487.50	\$24,487.50
First Robotic Competition Registration		\$30,000
First Lego League	\$9,750	\$9,750
Supplies	\$110,000	
Property	\$40,000	
Total	\$207,037.50	\$87,037.50

UCONN	Year 1- 2025 Amount	Year 2- 2026 Amount
Personal Services- Salaries	\$43,874	\$45,483
Personal Services- Employee Benefits	\$3,994	\$4,091
Travel	\$1,508	\$1,600
Supplies	\$2,750	\$2,625
Total	\$52,126	\$53,799

VII. Payment:

- A. Payments pursuant to this Agreement shall not exceed \$400,000.00.
- B. The SDE shall provide payment to the Contractor of \$400,000 via drawdown requests in SDE's electronic grants management system (eGMS). as per guidance on Proof of Payment for American Rescue Plan Act Funding.
- C. The SDE assumes no liability for payment under this Agreement until and unless the funds for this Agreement are authorized and available.
- D. The Contractor shall apply all funds received pursuant to this Agreement to direct costs as detailed in the budget. Indirect costs will not be reimbursed under the Agreement.
- E. The Contractor shall submit fund requests via eGMS as well as provide SDE with transfer invoice(s). Final fund request and invoice is due to SDE no later than November 30, 2026.

VIII. Statutory Authority: The statutory authority for the CSBE to enter into this Agreement is as follows: Connecticut General Statutes ("C.G.S.") Sections 4-5, 4-8, and Section 1 of Public Act 24-81. The statutory authority for UCONN to enter into this Agreement is C.G.S. Sections 10a-104, 10a-108, and 10a-110 through 10a-110g, inclusive.

IX. Cancellation: This Agreement shall remain in full force and effect for the entire term of the agreement period stated above, unless canceled by either the Contractor or the CSBE

Agreement Between
The Connecticut State Board of Education
and
The University of Connecticut
Contract No. 24SDE0128AA

with thirty (30) days written notice to the other party. The CSBE has the right to cancel this Agreement without prior notice if the funding for this Agreement is no longer available.

X. Unspent Funds: At the conclusion of the Agreement period, any moneys not expended in accordance with the approved program/operation budget shall be returned to the CSBE.

XI. Amendments: A formal contract amendment, in writing, shall not be effective until executed by all parties to the contract, and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in this contract including, but not limited to, revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by either party.

XII. Choice of Law: This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The parties shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations, which are in effect during the period of this Agreement and which in any manner affect the Work or parties' conduct.

XIII. Contract Assignment: Except where otherwise indicated in this Agreement, no right or duty, in whole or in part, of the parties under this Agreement may be assigned or delegated without the prior written consent of the CSBE.

XIV. Dispute Resolution:

- A. In the event a dispute related to this Agreement arises, the Agency Representatives shall consult with their respective Commissioners and shall attempt to resolve such dispute.
- B. If the Parties cannot resolve the dispute themselves, the agency representatives shall consult with the Office of the Attorney General for a legal opinion or interpretation, if necessary.

XV. Nondiscrimination: The provisions of Connecticut General Statutes Section 4a-60 and 4a-60a concerning nondiscrimination are incorporated herein by reference.

XVI. Liaisons and Notices: All parties agree to have specifically named liaisons at all times. These representatives of the parties shall be the first contacts regarding any questions and problems that may arise during implementation and operation of this Agreement. Whenever

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one party is required to give notice to the other or others, such notice shall be deemed given delivery, e-mail sufficient with a read receipt requested. Notices shall be addressed as follows:

A. In the case of notices to The University of Connecticut:

Jennifer Przybyszewski
University of Connecticut
Sponsored Program Services
438 Whitney Road Ext. Unit 1133
Storrs, CT 06269
jennifer.przybyszewski@uconn.edu
Telephone: 860-486-4293

B. In the case of notices to the CSBE:

Chlo-Anne Bobrowski, Education Manager
Connecticut State Department of Education
450 Columbus Boulevard, Suite 504
Hartford, CT 06103
Chlo-Anne.Bobrowski@ct.gov
Telephone: 860-713-6915

XVII. Severability: If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

XVIII. Entire Agreement: This Agreement shall constitute the entire agreement and understanding between the parties as to the subject matter of this contract, and supersedes all prior agreements, representations, writings and discussions between the parties.

XIX. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified

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XX. Acceptances and approvals:

For the University of Connecticut:

Jennifer M.
Przybyszewski

Digitally signed by Jennifer M.
Przybyszewski
Date: 2024.12.31 13:29:03 -05'00'

Jennifer M. Przybyszewski, Director, Sponsored Program
Services

/ /

Date

For the State Board of Education:

Charlene M. Russell-
Tucker

Digitally signed by Charlene M. Russell-Tucker
DN: cn=Charlene M. Russell-Tucker, o=CSDE,
ou=Commissioner's Office, email=charlene.russell-
tucker@ct.gov, c=US
Date: 2024.12.31 14:33:56 -05'00'

Charlene Russell-Tucker, Commissioner

/ /

Date

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EXHIBIT B – U.S. Department of Treasury Coronavirus State Fiscal Recovery Fund
Award Terms and Conditions language.

1. **Use of Funds.**
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury’s regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** Subrecipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.
4. **Maintenance of and Access to Records.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Internal Controls.** Subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the Subrecipient is managing the State contract in compliance with Federal statutes, regulations, and the terms and conditions of the State contract.
6. **Safeguard Protect Personally Identifiable Information.** Subrecipient shall takes steps to safeguard protected personally identifiable information and other information the federal awarding agency or the state designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
7. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
8. **Administrative Costs.** Subrecipient may use funds provided under this award to cover both direct and indirect costs.
9. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Subrecipient.
10. **Conflicts of Interest.** Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
11. **Compliance with Applicable Law and Regulations.**
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award

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- and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 12. Remedial Actions.** In the event of Subrecipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.
- 13. Hatch Act.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 14. False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines,

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imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- 15. Publications.** Any publications produced with funds from this award must display the following language:
“This project [is being] [was] supported, in whole or in part, by federal award number SLFRP018 awarded to the State of Connecticut by the U.S. Department of the Treasury.”
- 16. Debts Owed the Federal Government.**
- a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 17. Disclaimer.**
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Recipient.
- 18. Protections for Whistleblowers.**
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 19. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 20. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Connecticut (hereinafter referred to as “the Subrecipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient’s program(s), service(s) and activity(ies), so long as any portion of the Subrecipient’s program(s), service(s) and activity(ies) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the

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Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXECUTIVE SUMMARY

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

From: Nicholas J. Albini, Chief Operating Officer 

Date: June 22, 2026

Re: Amendment #2 to the Professional Services Agreement for Math Teacher
Training with Math Concepts, Incorporated

The Department of Education has a fully executed agreement with Math Concepts, Incorporated (Math Concepts), which provided consulting and coaching services for teachers and administrators in support of mathematics instruction at Crosby and Wilby High Schools, in the total amount of \$143,100 for the 2025-2026 school year. This agreement was initiated through a sole source proposal submitted by Math Concepts dated September 16, 2025. Both schools have worked with this provider for the past three years with notable success.

Math Concepts has provided expert consulting and coaching services to high school mathematics teachers, administrators, and coaches to support the ongoing work associated with the Commissioner's Network and related school-based initiatives. Professional learning will focus on:

- Developing mathematics teachers' daily instructional practices aligned with District goals and goals established between teachers, administrators, and the consultant;
- Curriculum design, development, planning, and implementation; and
- Supporting school leaders in developing strategies and protocols to improve instructional practices.

Original contract funding was provided through the Crosby and Wilby Commissioner's Network allocations.

Amendment #1 extended the contract for one additional year terminating on June 30, 2027, and provides an additional \$110,000 in compensation for Crosby High School, with funding coming from the corresponding Commissioner's Network allocations. All other contract terms remain unchanged.

For Amendment #2, the Education Department would like to extend the same consulting and coaching services to Kennedy High School for the 2026-2027 school year for an additional \$55,000, with funding coming from Kennedy's Commissioner's Network allocation. Amendment #2 will increase the total contract compensation to \$308,100. All other contract terms remain unchanged.

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.

c: Chief Financial Officer, Chief Academic Officer

**AMENDMENT NO. 2
TO THE
SERVICES AGREEMENT
for
Math Teacher Training
between
The City of Waterbury, Connecticut
and
Math Concepts, Inc.**

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 **MATH CONCEPTS, INC.**, a duly registered foreign corporation (“Consultant”), with a principal place of business located at 24 N Manheim Blvd, New Paltz, NY, 12561.

WHEREAS, the parties entered into an agreement, effective October 22, 2025, which provides for a term of one year and compensation in the amount of \$143,100, for the provision of math coaching and consultation services for math teachers at Crosby and Wilby High Schools (the "Agreement"); and

WHEREAS, The Parties amended the Agreement to extend the Contract expiration date to June 30, 2027 and provide an additional \$110,000 in compensation for a total contract cost of \$253,100;

WHEREAS, the parties, pursuant to Paragraph 21 of the Agreement, wish to amend the Agreement to extend access to said services to teachers at Kennedy High School for an additional \$55,000 in compensation and a total contract cost of \$308,100.

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 Consultant shall provide, math coaching and consultation services for math teachers at Crosby, Wilby and Kennedy High Schools as detailed and described in **Attachment A** and are hereby made material provisions of this Contract.

2. Section 8.1 “Fee Schedule” of the Agreement shall be amended to add the following additional terms of compensation:

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **THREE HUNDRED EIGHT THOUSAND ONE HUNDRED and 00/100 DOLLARS (\$308,100.00)** for the entire term of this Agreement. The parties agree that the fee payable to Consultant for the period of October 22, 2025 – June 30, 2026 shall be in accordance with Consultant’s cost proposal dated September 16, 2025. The parties further agree that the fee payable to Consultant for the period of July 1, 2026 – June 30,

2027 for services provided to Crosby and Wilby High Schools will be in accordance with Consultant's revised cost proposal dated April 9, 2026, and the fee payable to Consultant for the period of July 1, 2026-June 30, 2027 for services provided to Kennedy High School will be in accordance with Consultant's cost proposal dated June 5, 2026, attached hereto and as follows:

6.1.1	2025-2026 School Year.....	\$143,100.00
6.1.2	2026-2027 School Year (Crosby and Wilby High Schools).. <td>\$110,000.00</td>	\$110,000.00
6.1.3	2026-2027 School Year (Kennedy High School).....	\$55,000.00
6.1.3	Total.....	\$308,100.00

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated October 22, 2025, 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:

MATH CONCEPTS, INC.

By: _____
Name:
Its:

Date: _____

Michael Stevens
Educational Consultant
Math Concepts Inc.
917-518-0686
24 North Manheim Blvd.
New Paltz, NY 12561
mstevens11@nyc.rr.com

June 5, 2026

Attn: Robert Johnston, Principal, Kennedy High School
Karlyn Fitzpatrick, Assistant Principal, Kennedy High School
Waterbury CT Public Schools

Description of Services & Fees

Services	Fees
Mike Stevens (Math Concepts Inc.) will provide expert consulting and coaching for High School math teachers, administrators, and coaches, to support the ongoing work with the Commissioner's Network. Professional learning will focus on: • Developing math teachers' daily instructional practice as defined by district goals and goals developed between teachers, administrators, and consultant • Supporting district initiatives such as the implementation of Building Thinking Classroom Strategies	
Day rate for 2026/27 school year (includes all travel and material expenses)	\$2,750
Math Concepts Inc. will deliver 20 days of in-person consulting between August 2026 and May 2027. Scheduled visit dates: TBD	
Total Fees:	\$55,000

MEMORANDUM

DATE: January 10, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer 

SUBJECT: Amendment #1 for Professional Services Agreement with Automated Logic Contracting Services, Inc. (ALC) for Preventative Maintenance of the Building Management Systems (BMS) at Waterbury Arts Magnet School

The Education Department has a fully executed professional services contract with Automated Logic Contracting Services, Inc. (ALC) for preventative maintenance and on-call services for temperature and ventilation controls, as well as the installation of new heating valves on school boilers in the amount of \$488,294.40 (Year 1=\$143,610, Year 2=\$147,926 and Year 3=\$152,368), which includes a 10% owner controlled contingency of \$44,390.40. The agreement is for three years with funding through the General Fund.

This agreement services 17 school locations that utilize ALC systems. The contract was initiated under a sole source proposal from ALC for the proprietary systems and controllers that connect to the existing Building Management System (BMS) Graphics Platform serving the other City Schools.

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

For Amendment #1, the Education Department respectfully requests your review and approval to replace the existing Siemens controllers and sensors with ALC systems and controllers at Waterbury Arts Magnet School, including a standard one-year warranty. Following the mechanical upgrades completed in 2024, the existing Siemens systems have experienced communication issues between the Air Handling Units and Chillers, resulting in inconsistent building climate conditions. The amendment is being funded through District Repair and Improvement Project (DRIP) funds in the amount of \$95,807, increasing the total contract amount \$584,101.40. All other contract terms and conditions shall remain unchanged.

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

**AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
for
Preventative Maintenance
between
The City of Waterbury, Connecticut
and
Automated Logic Contracting Services, Inc.**

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 **AUTOMATED LOGIC CONTRACTING SERVICES, INC.**, a State of Delaware corporation ("Consultant"), with a principal place of business located at 1150 Roberts Boulevard, Kennesaw, Georgia (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, the City entered into an Agreement with Consultant, effective on February 14, 2025, which provides for preventative maintenance to the Building Management System (BMS) at seventeen Waterbury School locations for a term of three years and total compensation in the amount of \$488,294.40 (the "Agreement" or "Contract");

WHEREAS, the parties wish to extend said preventative maintenance services to Waterbury Arts Magnet School (WAMS);

WHEREAS, the parties, pursuant to Paragraph 21 of the Agreement, wish to amend the Agreement to include WAMS as a recipient of Consultant's preventative maintenance services at an additional cost of \$95,807.00, and a total cost of \$584,101.40;

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 Consultant shall provide, preventative maintenance to Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School, Waterbury Career Academy and Waterbury Arts Magnet School, for a total of eighteen (18) Waterbury School locations as is further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof.

2. **Section 8.1 “Fee Schedule” of the Agreement shall be amended to add the following additional terms of compensation:**

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **FIVE HUNDRED EIGHTY-FOUR THOUSAND ONE HUNDRED ONE and 40/100 DOLLARS (\$584,101.40)** (hereinafter referred to as “Total Compensation”) for the entire three (3) year term of the Agreement, in accordance with Consultant’s Cost Proposal dated December 5, 2024, consisting of 2 pages, and Consultant’s Proposal entitled “Waterbury Art Magnet School – Remain Controls Replacement,” dated May 13, 2026, attached hereto, and as further detailed below:

6.1.1 Base fee in the amount not to exceed **FIVE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED ELEVEN and 00/100 DOLLARS (\$539,711.00)**; and

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

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

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated February 14, 2025, shall remain in full force and effect and binding upon the parties.

WITNESS:

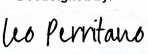
CITY OF WATERBURY

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

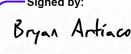
Date: _____

WITNESS:

**AUTOMATED LOGIC CONTRACTING
SERVICES, INC.**

DocuSigned by:

7BD6A1BBBEF34E5...
Leo Perritano

22 June 2026 | 17:57:06 EDT

Signed by:

By: _____
Name: Bryan Artiaco
Its:

Date: 22 June 2026 | 18:00:49 EDT

BUILDING AUTOMATION SYSTEM PROPOSAL

AutomatedLogic

Waterbury Art Magnet School – Remain Controls Replacement

Prepared For: City Of Waterbury
Attn: Mike Konopka
ALC Quote: 26-00380

Date: May 13, 2026

Prepared By: Leo Perritano | Sr. Sales Engineer
M: 860-883-7867
leo.perritano@carrier.com

Terms: This proposal is subject to the Automated Logic Terms & Conditions of Sale for the Country/Region where the goods/services subject to this proposal are delivered posted on Carrier's webpage: <https://www.corporate.carrier.com/legal/terms-of-sale>

Project Description:

Automated Logic is pleased to provide this proposal to replace existing Siemens controls on the following equipment below using Automated Logic BACnet Controllers and sensors. Automated Logic will provide all necessary hardware, software, project management, engineering, programming, graphics, electrical installation, point-to-point, startup/checkout, and standard one year warranty.

Project Cost

Base: Siemens controls on Air Handler Units. (AHU)	\$95,807.
Add Alternate #1: Palace/WAM AHU-9	\$14,146.

Above pricing is based on Automated Logic GSA Contract No: GS-07F-135DA, Schedule: 84, SIN: 246 42 1

General Scope of Work

- Extend Automated Logic WebCTRL Server.
- Provide the following BMS Features:
 - Update Equipment Graphics.
 - Advanced Trending and Reporting.
 - Occupancy Environmental Index.
 - Advanced Alarming and Time Lapse Functionality.
- The control wire shall follow builder's lines and be supported with D-ridges. In mechanical rooms and areas of abuse shall be installed within a EMT conduit system.
- Provide site Project Management.
- All applicable configurations and checkout of newly installed system.
- Provide Submittal and final As Built drawings.
- Provide standard (1) year warranty for the ALC furnished material and Labor.
- CT-Sales Tax is not included.
- This proposal is based on labor during normal business hours.
- Prevailing Wage Rates. Unless alternate #3 is acceptable.

Scope of Work

Replace Remaining Siemens AHUs controls:

- Replace Siemens DDC controls with Automated Logic.
 - Air Handler Unit #1, 2,3,5,6 &8. (Qty-7)
 - Exhaust Fans (Qty-7)
- Provide and install Automated Logic controllers and expanders.
- Provide and replace the following points:
 - AHUs - Mixed air temperature sensor.
 - AHUs - Supply air temperature sensor.

BUILDING AUTOMATION SYSTEM PROPOSAL



- AHUs - Return air temperature sensor.
- AHUs - Return air humidity sensor.
- AHUs - Return air CO2 sensor.
- Reuse existing AHUs mixed air damper actuators and dampers.
- Reuse existing AHUs heating and cooling coil control valves.
- Reuse existing AHUs fan start/stop and status relays.
- Reuse existing AHUs low limit detection sensors and verify safety shutdown.
- Provide deficiency list of any failed devices and follow up with proposal.

Alternate#1 Scope of Work

Replace Palace/WAM Remaining Siemens AHU-9 controls

- Replace Siemens DDC controls with Automated Logic.
 - Air Handler Unit #9. (Qty-1)
- Provide and install Automated Logic controllers and expanders.
- Provide and replace the following points:
 - AHUs - Mixed air temperature sensor.
 - AHUs - Supply air temperature sensor.
 - AHUs - Return air temperature sensor.
 - AHUs - Return air humidity sensor.
 - AHUs - Return air CO2 sensor.
- Reuse existing AHUs mixed air damper actuators and dampers.
- Reuse existing AHUs heating and cooling coil control valves.
- Reuse existing AHUs fan start/stop and status relays.
- Reuse existing AHUs low limit detection sensors and verify safety shutdown.
- Provide deficiency list of any failed devices and follow up with proposal.

Scope Clarifications & Exclusions

Clarifications:

- Provide all necessary low voltage control wiring per local installation code.
- Provide (1) hours of onsite customer training.
- This proposal is valid for (30) days.
- This proposal is based on labor during normal business hours.
- Construction Prevailing Wage Notice – Automated Logic does not employ laborers or mechanics subject to the prevailing wage requirements of the Davis-Bacon Act and similar state statutes. Automated Logic's job functions include design, programming, engineering, and verification of computerized automation systems, control modules and end devices, and performance of software modification. Any work to install equipment is performed by other companies in the construction and installation business. If applicable, Automated Logic will flow all construction prevailing wage requirements down to its subcontractors performing covered labor.

Exclusions:

- Liability for existing controls and equipment to remain.
- Fire dampers, smoke dampers, combination fire/smoke dampers, or any associated actuators/interlock wiring.
- Cutting, patching, painting, demolition work, roofing work, hoisting charges, or access doors
- Fiscal responsibility for consequential & liquidated damages.
- Permits, fees, or performance and/or payment bonds.
- Testing & Balancing.
- Premium time.
- **CT-Sales Tax is not included in above price.**

Thank you for your consideration of Automated Logic for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

BUILDING AUTOMATION SYSTEM PROPOSAL



Sincerely,

Leo Perritano

Leo Perritano

Sr. Sales Engineer

Automated Logic Contracting Services

Mobile: 860-883-7867

leo.perritano@carrier.com

www.automatedlogic.com

By accepting this Proposal, Customer agrees to comply with the Automated Logic Terms & Conditions of Sale posted on posted on Carrier's webpage: <https://www.corporate.carrier.com/legal/terms-of-sale>:

PROCEED AS INDICATED:

Automated Logic Contracting Services Inc.

CUSTOMER:

Name

Customer Name

Signature

Date

Signature

Date

Title

Title



To: Board of Education / Board of Aldermen

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

Date: June 15, 2026

Re: Board of Education / Board of Aldermen Approval Request for UConn Robotics Grant
Acceptance - Executive Summary

The Academic Office/Education Department respectfully requests approval for the above-referenced grant award agreement in the amount of \$294,075, for purposes of delivering robotics education through a combination of hands-on learning, mentoring, and competition-based activities between the City of Waterbury and the University of Connecticut.

The UConn Waterbury and Waterbury Public Schools Robotics Initiative provides funding to WPS as a subaward and is eligible for cost reimbursement. The University of Connecticut is the pass-through entity. Activities include the launching and expanding of after-school FIRST Robotics Competition and FIRST LEGO League teams, advisors' professional learning, transportation to collaborations and competitions, and the purchasing of robotics equipment and supplies.

The grant term is effective as of 12/31/2024 and expires on 12/31/2026. Funding is provided by the Connecticut State Department of Education and the University of Connecticut.

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: Grant - UConn

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency]		Department of the Treasury via CT State BOE
Pass-Through Entity (PTE): University of Connecticut		Subrecipient: Waterbury Public Schools
PTE PI: Fumiko Hoeft		Sub PI: Darren Schwartz
PTE Federal Award No: 24SDE0128AA		Subaward No: 215982169
Project Title: The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative		
Subaward Budget Period: Start: 12/31/2024 End: 12/31/2026		Amount Funded This Action (USD): \$ 294,075.00
Estimated Period of Performance: Start: 12/31/2024 End: 12/31/2026		Incrementally Estimated Total (USD): \$ 294,075.00

Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(b). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Administrative Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE shall direct written notice to the Subrecipient's Authorized Official contact, and Subrecipient shall direct written notice to the PTE's Authorized Official contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:		By an Authorized Official of the Subrecipient:	
Name: Tanja deMauro	Date:	Name:	Date:
Title: Associate Director, Pre-Award Services		Title:	

Attachment 1

Certifications and Assurances

Subaward Number:

215982169

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

215982169

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN Assistance Listing No.

21.027

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

See Attachment 6

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

See Attachment 6

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

See Attachment 6

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: Department of the Treasury via CT State BOE

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Subrecipient shall report any changes to debarment and/or suspension status, in accordance with 2 CFR 200.214 and 2 CFR 180, to PTE's Administrative Representative contact, as designated on Attachment 3A. Such report shall be made before expenditure of funds authorized in this Subaward and within 10 days of any subsequently identified changes.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

215982169

PTE Information

Entity Name: University of Connecticut

Legal Address: 438 Whitney Road Extension, Unit 1133
Storrs, CT 06269-1133

Website: <https://ovpr.uconn.edu/>

PTE Contacts

Central Email: subawards@uconn.edu

Principal Investigator Name: Fumiko Hoeft

Email: fumiko.hoeft@uconn.edu

Telephone Number: 650-245-7016

Administrative Contact Name: Vanessa Mitchell

Email: vanessa@uconn.edu

Telephone Number:

COI Contact email (if different to above): fcoi@uconn.edu

Financial Contact Name: Accounts Payable

Email: apinquiries@uconn.edu

Telephone Number: 860-486-4137

Email invoices? ☒ Yes ☐ No Invoice email (if different): apinvoices@uconn.edu

Authorized Official Name: Tanja deMauro

Email: subawards@uconn.edu

Telephone Number: 860-486-3622

PI Address:

UNIVERSITY OF CONNECTICUT
UConn WATERBURY
99 East Main Street
Waterbury, Connecticut 06702

Administrative Address:

University of Connecticut
438 Whitney Road Extension, Unit 1133
Storrs, CT 06269-1133

Invoice Address:

University of Connecticut
3 Discovery Drive, Unit 6080
Storrs, CT 06269-6080

Attachment 3B

Subrecipient Contacts

Subaward Number:

215982169

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name:

EIN No.: Institution Type:

UEI: Currently registered in SAM.gov: ☐ Yes ☐ No

Exempt from reporting executive compensation: ☐ Yes ☐ No (if no, complete 3Bpg2)

Parent UEI: **This section for U.S. Entities:** Zip Code [Look-up](#)

Place of Performance Address Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Invoice Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

215982169

Subrecipient:

Institution Name: Waterbury Public Schools

PI Name: Darren Schwartz

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4

Reporting and Prior Approval Terms

Subaward Number:

215982169

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- ☒ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- ☒ Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- ☒ Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- ☒ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:
215982169

Statement of Work

☐ Below ☒ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Cost Rate Information		Rate Applied: 0 %	Cost Sharing No
Type: No Recovery	Base: No Recovery	If Yes, include Amount: \$	

Budget Details ☐ Below ☒ Attached, pages

Budget Totals

Direct Costs	\$	294,075.00
Indirect Costs	\$	0.00
Total Costs	\$	294,075.00

All amounts are in United States Dollars

Waterbury Public Schools (WPS)

Robotics Initiative

Scope of Work and Budget

- I. **Purpose:** To increase the number of students participating in robotics, advancing through middle and high school into UConn Waterbury's Robotics Engineering programs. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities, utilizing funding provided by the SDE.
- II. **Duties and Responsibilities:**
 - A. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities. The primary activities include the establishment of First Lego League and First Robotics Competition teams across WPS middle and high schools. Students will learn to build and program robots, guided by teachers who receive specialized training. UConn Waterbury will provide mentorship from university students and faculty, as well as access to robotics labs for collaborative learning and practice.
 - B. The delivery mechanism includes in-school robotics classes, after-school clubs, and workshops hosted both at WPS and UConn Waterbury. These programs will culminate in participation in local, regional, and national robotics competitions. Partnerships with organizations such as Connecticut State Department of Manufacturing, Northwest Regional Workforce Investment Board (NRWIB), and local industries will provide students with exposure to career pathways in robotics and advanced manufacturing.
 - C. In response to the economic and educational challenges exacerbated by COVID-19, this initiative addresses the learning gap, particularly in STEM fields, by offering a structured, skill-building program aimed at improving student engagement and future employability. The program's focus on underserved communities and students most affected by the pandemic ensures that the response is proportional to the public health and economic impacts of COVID-19. Through robotics, students will gain critical 21st-century skills that will support recovery by preparing them for high-wage, in-demand careers.

III. Project Timeline:

Waterbury Public Schools	Description	Fiscal Year
Program Launch	Recruit participating WPS Schools and establish robotics Teams.	December 2024- January 2025
Teacher Training	Conduct Professional development workshops for WPS educators to introduce robotics curricula.	
	Purchase supplies and equipment	
Program Implementation	Begin in-class and after-school robotics activities for middle and middle school and high school students.	February 2025-April 2025
Mentor Matching	Pair UCONN Waterbury students with WPS teams for mentorship and guidance	February 2025-April 2025
Robotics Competitions	Participate in local First Lego League and First Robotics events.	April 2025-May 2025
Progress Review	Mid-year evaluation of student participation, robotics projects, and competition results.	
Year 1 Evaluation	Assess program success based on student participation data and feedback from teachers and mentors.	June 2025
Summer Workshop	Host a robotics camp for continuing and new students	
Expansion	Increase the number of schools and students involved in the program.	September 2025-June 2025
Continued Competitions and Mentorships	Build on student projects and mentor relationships.	

Data Collection	Evaluate ongoing program success.	
Final Evaluation	Complete comprehensive assessment of student outcomes, including	July 2026-August 2026
Final Robotic Showcase	STEM course enrollment and competition performance. Host an event highlighting student projects and successes.	

IV. Budget:

Budget Categories	Year 1 12/31/2024 – 12/31/2025	Year 2 1/1/2026 – 12/31/2026	Total
Line 100: Personnel Services -Salaries	18,000.00	18,000.00	36,000.00
Line 300:			58,575.00
Professional Development	4,800.00	4,800.00	
Transportation	24,487.50	24,487.50	
Line 500:			49,500.00
First Robotic Competition Registration		30,000.00	
First Lego League Registration	9,750.00	9,750.00	
Line 600: Supplies	110,000.00		110,000.00
Line 700: Property	40,000.00		40,000.00
Total	207,037.50	87,037.50	294,075.00

UConn Robotics Planned Budget

LINE 100 \$ 36,000.00

Year 1 - \$18,000 (2025)

First Lego League (FLL) Coach Position - \$2,000 per coach

55.5 total hours @ \$36/h

9 Schools - 1 coach per school

$\$2,000 \times 9 = \$18,000$

Year 2 - \$18,000 (2026)

First Lego League (FLL) Coach Position - \$2,000 per coach

9 Schools - 1 coach per school

$\$2,000 \times 9 = \$18,000$

LINE 300 \$ 58,575.00

Year 1 - Professional Development - \$4,800

9 coaches

\$533 per coach

Year 1 - Transportation - \$24,487.50

5 FRC Schools

10 competition dates x 5 schools = 50 buses

\$489.75 per bus

$\$489.75 \times 50 = \$24,878.50$

Year 2 - Professional Development - \$4,800

9 coaches

\$533 per coach

Year 2 - Transportation - \$24,487.50

5 FRC Schools

10 competition dates x 5 schools = 50 buses

\$489.75 per bus

$\$489.75 \times 50 = \$24,878.50$

LINE 500 \$ 49,500.00

Year 1 - First Lego League Registration - \$9,750

9 schools

\$1,083 per school

Year 2 - First Lego League Registration - \$9,750

9 schools

\$1,083 per school

Year 2 - First Robotics Competition Season - \$30,000

5 schools

\$6,000 per school

LINE 600 \$ 110,000.00

Year 1 & 2 First Robotics Supplies - \$95,000

5 schools - \$19,000 per school

\$19,000 spent as follows:

Power Tools and Equipment - \$5,000

Drive System Bundles - \$10,000

Electrcial Bundles - \$2,000

Hardware Bundles - \$3,000

Pneumatics Bundles - \$2,000

Year 1 & 2 First Lego League Supplies - \$15,000

9 schools

3 Spike Prime kits per school

\$550 per kit

LINE 700 \$ 40,000.00

Year 1 & 2 First Lego League

5 Schools

1 robot trailer per school

\$8,000 per trailer

TOTAL GRANT \$ 294,075.00

Attachment 6**Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

Agreement Between
The Connecticut State Board of Education
and
The University of Connecticut
Contract No. 24SDE0128AA

This Memorandum of Agreement is made between the Connecticut State Board of Education ("CSBE"), on behalf of the Connecticut State Department of Education ("SDE"), located at 450 Columbus Boulevard, Hartford, CT 06103, and the Waterbury campus at the University of Connecticut ("Contractor" or "UConn"), located at 99 East Main Street, Waterbury CT.

I. Purpose: The purpose of this Agreement is to increase the number of students participating in robotics, advancing through middle and high school into UConn Waterbury's Robotics Engineering programs. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities, utilizing funding provided by the SDE.

II. Duties and Responsibilities of The Contractor:

The Contractor shall:

- A. The UConn Waterbury and Waterbury Public Schools (WPS) Robotics Initiative will deliver robotics education through a combination of hands-on learning, mentoring, and competition-based activities. The primary activities include the establishment of **First Lego League** and **First Robotics Competition** teams across WPS middle and high schools. Students will learn to build and program robots, guided by teachers who receive specialized training. UConn Waterbury will provide mentorship from university students and faculty, as well as access to robotics labs for collaborative learning and practice.
- B. The delivery mechanism includes in-school robotics classes, after-school clubs, and workshops hosted both at WPS and UConn Waterbury. These programs will culminate in participation in local, regional, and national robotics competitions. Partnerships with organizations such as **Connecticut State Department of Manufacturing, Northwest Regional Workforce Investment Board (NRWIB)**, and **local industries** will provide students with exposure to career pathways in robotics and advanced manufacturing.
- C. In response to the economic and educational challenges exacerbated by COVID-19, this initiative addresses the learning gap, particularly in STEM fields, by offering a structured, skill-building program aimed at improving student engagement and future employability. The program's focus on underserved communities and students most affected by the pandemic ensures that the response is proportional to the public health and economic impacts of COVID-19. Through robotics, students will gain critical 21st-century skills that will support recovery by preparing them for high-wage, in-demand careers.

III. Duties and Responsibilities of the CSBE/SDE:

The CSBE/SDE shall:

- D. Provide funding in an amount not to exceed \$400,000.00 in accordance with Section VII below.

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IV. Term: This Agreement shall become effective upon execution by both parties and shall continue until December 31, 2026, unless sooner terminated in accordance with the terms of this Agreement.

V. Project Timeline:

Waterbury Public Schools	Description	Fiscal Year
Program Launch	Recruit participating WPS Schools and establish robotics Teams.	December 2024- January 2025
Teacher Training	Conduct Professional development workshops for WPS educators to introduce robotics curricula.	
	Purchase supplies and equipment	
Program Implementation	Begin in-class and after-school robotics activities for middle and middle school and high school students.	February 2025-April 2025
Mentor Matching	Pair UCONN Waterbury students with WPS teams for mentorship and guidance	February 2025-April 2025
Robotics Competitions	Participate in local First Lego League and First Robotics events.	April 2025-May 2025
Progress Review	Mid-year evaluation of student participation, robotics projects, and competition results.	
Year 1 Evaluation	Assess program success based on student participation data and feedback from teachers and mentors.	June 2025
Summer Workshop	Host a robotics camp for continuing and new students	
Expansion	Increase the number of schools and students involved in the program.	September 2025-June 2025

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Continued Competitions and Mentorships	Build on student projects and mentor relationships.	
Data Collection	Evaluate ongoing program success.	
Final Evaluation	Complete comprehensive assessment of student outcomes, including STEM course enrollment and competition performance.	July 2026-August 2026
Final Robotic Showcase	Host an event highlighting student projects and successes.	

UCONN	Description	Fiscal Year
Program Implementation	Establish robotics club at UCONN Waterbury campus with guidance from UCONN Storrs robotics program and students club.	February 2025- April 2025
Mentor Matching	Developing and offering education modules for WPS students and educators.	
Robotics Competitions	Mentoring and guidance of WPS teams by UCONN students and faculty.	April 2025-May 2025
Summer Workshops	Offering robotics summer camp at UCONN campus for WPS students and/or teachers	June 2025
Expansion	Offering education modules and campus visit opportunities for WPS students and educators.	September 2025- June 2026
Final Robotics Showcase	Hosting robotics competition on UCONN Campus.	July 2026- August 2026

VI. Payment Schedule:

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Waterbury	Year 1- 2025 Amount	Year 2- 2026 Amount
Personal Services- Salaries	\$18,000	\$18,000
Personnel Development	\$4,800	\$4,800
Transportation	\$24,487.50	\$24,487.50
First Robotic Competition Registration		\$30,000
First Lego League	\$9,750	\$9,750
Supplies	\$110,000	
Property	\$40,000	
Total	\$207,037.50	\$87,037.50

UCONN	Year 1- 2025 Amount	Year 2- 2026 Amount
Personal Services- Salaries	\$43,874	\$45,483
Personal Services- Employee Benefits	\$3,994	\$4,091
Travel	\$1,508	\$1,600
Supplies	\$2,750	\$2,625
Total	\$52,126	\$53,799

VII. Payment:

- A. Payments pursuant to this Agreement shall not exceed \$400,000.00.
- B. The SDE shall provide payment to the Contractor of \$400,000 via drawdown requests in SDE's electronic grants management system (eGMS). as per guidance on Proof of Payment for American Rescue Plan Act Funding.
- C. The SDE assumes no liability for payment under this Agreement until and unless the funds for this Agreement are authorized and available.
- D. The Contractor shall apply all funds received pursuant to this Agreement to direct costs as detailed in the budget. Indirect costs will not be reimbursed under the Agreement.
- E. The Contractor shall submit fund requests via eGMS as well as provide SDE with transfer invoice(s). Final fund request and invoice is due to SDE no later than November 30, 2026.

VIII. Statutory Authority: The statutory authority for the CSBE to enter into this Agreement is as follows: Connecticut General Statutes ("C.G.S.") Sections 4-5, 4-8, and Section 1 of Public Act 24-81. The statutory authority for UCONN to enter into this Agreement is C.G.S. Sections 10a-104, 10a-108, and 10a-110 through 10a-110g, inclusive.

IX. Cancellation: This Agreement shall remain in full force and effect for the entire term of the agreement period stated above, unless canceled by either the Contractor or the CSBE

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with thirty (30) days written notice to the other party. The CSBE has the right to cancel this Agreement without prior notice if the funding for this Agreement is no longer available.

X. Unspent Funds: At the conclusion of the Agreement period, any moneys not expended in accordance with the approved program/operation budget shall be returned to the CSBE.

XI. Amendments: A formal contract amendment, in writing, shall not be effective until executed by all parties to the contract, and, where applicable, the Attorney General. Such amendments shall be required for extensions to the final date of the contract period and to terms and conditions specifically stated in this contract including, but not limited to, revisions to the maximum contract payment, to the unit cost of service, to the contract's objectives, services or plan, to due dates for reports, to completion of objectives or services, and to any other contract revisions determined material by either party.

XII. Choice of Law: This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The parties shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations, which are in effect during the period of this Agreement and which in any manner affect the Work or parties' conduct.

XIII. Contract Assignment: Except where otherwise indicated in this Agreement, no right or duty, in whole or in part, of the parties under this Agreement may be assigned or delegated without the prior written consent of the CSBE.

XIV. Dispute Resolution:

- A. In the event a dispute related to this Agreement arises, the Agency Representatives shall consult with their respective Commissioners and shall attempt to resolve such dispute.
- B. If the Parties cannot resolve the dispute themselves, the agency representatives shall consult with the Office of the Attorney General for a legal opinion or interpretation, if necessary.

XV. Nondiscrimination: The provisions of Connecticut General Statutes Section 4a-60 and 4a-60a concerning nondiscrimination are incorporated herein by reference.

XVI. Liaisons and Notices: All parties agree to have specifically named liaisons at all times. These representatives of the parties shall be the first contacts regarding any questions and problems that may arise during implementation and operation of this Agreement. Whenever

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one party is required to give notice to the other or others, such notice shall be deemed given delivery, e-mail sufficient with a read receipt requested. Notices shall be addressed as follows:

A. In the case of notices to The University of Connecticut:

Jennifer Przybyszewski
University of Connecticut
Sponsored Program Services
438 Whitney Road Ext. Unit 1133
Storrs, CT 06269
jennifer.przybyszewski@uconn.edu
Telephone: 860-486-4293

B. In the case of notices to the CSBE:

Chlo-Anne Bobrowski, Education Manager
Connecticut State Department of Education
450 Columbus Boulevard, Suite 504
Hartford, CT 06103
Chlo-Anne.Bobrowski@ct.gov
Telephone: 860-713-6915

XVII. Severability: If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

XVIII. Entire Agreement: This Agreement shall constitute the entire agreement and understanding between the parties as to the subject matter of this contract, and supersedes all prior agreements, representations, writings and discussions between the parties.

XIX. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified

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XX. Acceptances and approvals:

For the University of Connecticut:

Jennifer M.
Przybyszewski

Digitally signed by Jennifer M.
Przybyszewski
Date: 2024.12.31 13:29:03 -05'00'

Jennifer M. Przybyszewski, Director, Sponsored Program
Services

/ /

Date

For the State Board of Education:

Charlene M. Russell-
Tucker

Digitally signed by Charlene M. Russell-Tucker
DN: cn=Charlene M. Russell-Tucker, o=CSDE,
ou=Commissioner's Office, email=charlene.russell-
tucker@ct.gov, c=US
Date: 2024.12.31 14:33:56 -05'00'

Charlene Russell-Tucker, Commissioner

/ /

Date

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EXHIBIT B – U.S. Department of Treasury Coronavirus State Fiscal Recovery Fund
Award Terms and Conditions language.

1. **Use of Funds.**
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury’s regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. **Reporting.** Subrecipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.
4. **Maintenance of and Access to Records.** Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. **Internal Controls.** Subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the Subrecipient is managing the State contract in compliance with Federal statutes, regulations, and the terms and conditions of the State contract.
6. **Safeguard Protect Personally Identifiable Information.** Subrecipient shall takes steps to safeguard protected personally identifiable information and other information the federal awarding agency or the state designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
7. **Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
8. **Administrative Costs.** Subrecipient may use funds provided under this award to cover both direct and indirect costs.
9. **Cost Sharing.** Cost sharing or matching funds are not required to be provided by Subrecipient.
10. **Conflicts of Interest.** Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
11. **Compliance with Applicable Law and Regulations.**
 - a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award

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- and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 12. Remedial Actions.** In the event of Subrecipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.
- 13. Hatch Act.** Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 14. False Statements.** Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines,

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imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- 15. Publications.** Any publications produced with funds from this award must display the following language:
“This project [is being] [was] supported, in whole or in part, by federal award number SLFRP018 awarded to the State of Connecticut by the U.S. Department of the Treasury.”
- 16. Debts Owed the Federal Government.**
- a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 17. Disclaimer.**
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Recipient.
- 18. Protections for Whistleblowers.**
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 19. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 20. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the State of Connecticut (hereinafter referred to as “the Subrecipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient’s program(s), service(s) and activity(ies), so long as any portion of the Subrecipient’s program(s), service(s) and activity(ies) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the

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Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

**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: February 24, 2026

Re: Board of Education / Board of Aldermen Approval Request for Contract CRT25-449 /
YouScience - Executive Summary

The Academic Office/Education Department respectfully requests approval for the above-referenced vendor to contract in the amount of \$122,013.25 to provide all high school Career and Technical Education students with an Industry Standards-Based Skill Certificate Program between the City of Waterbury and YouScience LLC.

This contract was initiated after approval as a sole source. Under this contract, all high school Career and Technical Education students will have the opportunity to earn industry-recognized credentials via the YouScience online assessment platform. Industry-recognized credentials provide proof of competency, boost career prospects by validating skills, increase earning potential, and provide a competitive edge for jobs or college admission.

The Contract Term is five years, effective on the date the Mayor signs. The project is funded by the Title 4 grant in the amount of \$122,013.25.

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: CRT25-449

SERVICES AGREEMENT
For
Career Skills Certification
between
The City of Waterbury, Connecticut
And
YouScience, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and YouScience, LLC (the "Consultant"), located at 751 Quality Drive, Suite 200, American Fork, Utah 84003, a State of Delaware duly registered foreign limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City to provide career skills certifications; and

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

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Consultant shall provide the Student with one or more of the following services pursuant to Attachment A which is hereby made material provisions of this Contract, each of which either constitutes or generates Student Generated Content:

- Separate student account to access Student Generated Content for up to 10-years. The length of access depends on the specific service (e.g. Summit and certification results are 10 years, Snapshot results are 3 years).
- Performance measures of aptitudes
- Life-long credentials of value for communication to employers and post-secondary institutions
- Interest surveys

- Personality, learning style, and other self-awareness tools
- Interpersonal survey
- Personalized feedback
- Career discovery
- Resume generation and self-advocacy language
- Academic planning
- Work-based learning administration
- Education Connections (post-secondary education information and opportunities)
 - Recommended majors based upon interests, aptitudes, certifications, and other user input
 - Display logos and content from contextually relevant post-secondary education institutions for the purpose of aiding students in understanding a broad range of available educational opportunities
 - When available, the opportunity to connect directly with post-secondary education providers
- Employer Connections (local internship, work study, and employment information and opportunities)
 - Recommended internship, work study, and employment opportunities based upon interests, aptitudes, certifications, and other user input
 - Display contextually relevant employer logos or other employer content for the purpose of aiding students in understanding a broad range of available employment opportunities
 - When available, the opportunity to connect directly with local employers

YouScience provides the faculty of School with one or more the following services based on the purchase order with the School:

- Ability to experience the aptitude assessment and career guidance personally
- Invitation management
- View student results on an individual basis
- Track student progress individually and across groups
- Administrative reporting
- Academic advising reporting
- Academic planning
- Work-based learning administration
- Exam proctoring, which may include remote proctoring

YouScience provides aggregated, de-identified analytics for education recruitment, economic development, and workforce purposes.

~~1.2. 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:

1.2.1. Consultant's letter dated September 30, 2025, consisting of 3 pages, attached hereto;

- 1.2.2. Consultant's cost proposal dated October 14, 2025, consisting of 2 pages, attached hereto;
- 1.2.3. Any and all amendment(s) and Change Orders, issued by the City and agreed to by Consultant after execution of Contract, incorporated herein by reference;
- 1.2.4. City Contract Compliance Documents, as executed and provided by Consultant, incorporated herein by reference;
- 1.2.5. Certificates of Insurance, incorporated herein by reference;
- 1.2.6. Licenses, incorporated herein by reference;
- 1.2.7. 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 cost proposal dated October 14, 2025, consisting of two pages, attached hereto
- 1.2.5 Consultant's letter dated September 30, 2025, consisting of 3 pages, attached hereto

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, if applicable, 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 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 shall leave the Premises "broom clean" or its equivalent, unless

more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

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

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

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

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

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

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

3.7.3 it is solely responsible for resolving any issues resulting from the failure

to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

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

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

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

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

3.8. Reporting Requirement. The Consultant shall deliver periodic, written reports 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.

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) 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 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 fifteen (15) 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 Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration of such Agreement for the purpose of storing student generated content.

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 upon execution by the Mayor, and terminating five years later, (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 not exceed **ONE HUNDRED TWENTY TWO THOUSAND THIRTEEN DOLLARS and 25/100 CENTS (\$122,013.25)** for the entire term of this Agreement in accordance with Consultant's cost proposal dated October 14, 2025.

Year One (12 months).....	\$24,402.65
Year Two (12 months).....	\$24,402.65
Year Three (12 months).....	\$24,402.65
Year Four (12 months).....	\$24,402.65
Year Five (12 months).....	\$24,402.65
Total.....	\$122,013.25

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. to be 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.

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

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

[DH1]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. For purposes of this Agreement, the parties acknowledge and agree that the only item for which title shall pass from Contractor to City will be any reports that City may generate using Contractor's platform.

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 reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (i)

are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the 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; or (iii) enforcement action or any claim for breach of the Consultant duties 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 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. Notwithstanding anything herein to the contrary, including without limitation the indemnification, defend, and hold harmless provision in this Section 8, neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages.

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 the term of this Agreement, 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.

Consultant shall indemnify City and each School against any claim that Consultant Discovery infringes upon any copyright or other proprietary right of any third party, including all costs, damages and reasonable attorneys' fees arising from such claim, provided, however, that: (i) any School against which a claim is asserted shall promptly notify Consultant in writing of any such claim; and (ii) Consultant shall assume and have sole control of the defense against and the disposition of any such claim, including settlement and compromise thereof; and (iii) Sponsor and Schools shall reasonably

cooperate with Consultant in the defense of such claim, including any settlement or compromise thereof.

8.7. 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..

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 each occurrence

\$2,000,000.00 general aggregate

\$2,000,000.00 Products / completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily

injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by

the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

classification on each pay day.

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

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

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

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

12. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, 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 reports generated by City using Consultant's services 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 reports unless payment is otherwise approved by the City prior to such termination.

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 reports generated by City using Consultant's services (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 reports 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 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. The parties acknowledge and agree that Consultant is not preparing any Instruments of Professional Services for City under this Agreement, and no title or ownership of any Instruments of Professional Services shall transfer to City pursuant to this Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, Consultant is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Consultant IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Consultant IP apart from reports generated by City using Consultant's services. The City acknowledges that the Consultant IP is proprietary material and information of Consultant.

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 **[DH2]** 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. Upon request, Consultant shall provide City with a list of its critical subcontracting vendors that support its platform.

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

19. Risk of Damage and Loss. The 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 Contract **and** (ii) the Consultant's Cost proposal dated October 14, 2025.

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 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: YouScience, LLC
751 Quality Drive, Suite 200
American Fork, Utah 84003

City: The City of Waterbury
Attn: 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 owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of

Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of

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

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

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

33. Exhibit A – Addendum to Professional Services Agreement for Career Skills Certifications attached hereto is hereby incorporated herein as though set forth herein in its entirety.

[signature page follows]

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Paul K. Pernierewski Jr., Mayor

Sign: _____
Print name: _____

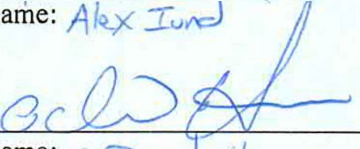
Date: _____

WITNESSES:

YOUSCIENCE, LLC

Sign: 
Print name: Alex Ionescu

By: 
Edson Barton, CEO

Sign: 
Print name: A. David Hansen

Date: 6/15/2026

ATTACHMENT A

- 1.2.1. Consultant's cost proposal dated October 14, 2025, consisting of 2 pages, attached hereto;
- 1.2.2. Any and all amendment(s) and Change Orders, issued by the City and agreed to by Consultant after execution of Contract, incorporated herein by reference;
- 1.2.3. City Contract Compliance Documents, as executed and provided by Consultant, incorporated herein by reference;
- 1.2.4. Certificates of Insurance, incorporated herein by reference;
- 1.2.5. Licenses, incorporated herein by reference;
- 1.2.6. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.



Company Address 751 Quality Drive, Suite 200
American Fork, UT 84003
US

Created Date 10/14/2025
Expiration Date 12/31/2025
Prepared By Alexander Palmer
Email alex.palmer@youscience.com

Contact Name Michael Merati
Phone 2035735029
Email mmerati@waterbury.k12.ct.us

Bill To Name Waterbury School District
Bill To 236 Grand Street
Waterbury, CT 06702
USA

Ship To Name Waterbury School District
Ship To 236 Grand Street
Waterbury, CT 06702
USA

Product	List Price	Sales Price	Quantity	Discount (\$)	Total Price
Industry Recognized Certifications Site License - High School	\$5,450.00	\$5,450.00	5.00	\$5,245.63	\$22,004.38
Industry Recognized Certifications Site License - High School - Small School	\$15.00	\$15.00	139.00	\$401.36	\$1,683.64
Industry Recognized Certifications Site License - High School - Small School	\$15.00	\$15.00	59.00	\$170.36	\$714.64

Multi-Year 5 year
Agreement:

List Price Amount \$30,220.00
Subtotal \$30,220.00
Discount Total \$5,817.35
Multi-Year Total \$122,013.25
Total Billed Annually \$24,402.65

Products and Schools

Products and
Schools

A total discount of 20% is being applied, which includes an additional 5% provided in exchange for the district facilitating warm introductions to three other school or district leaders who are not current YouScience partners. Introductions may be made via email or virtual meeting within 90 days of agreement signing.

Industry Recognized Certifications | Site License - High School

Waterbury School District

- Unlimited admins, teachers, and students

- Industry Certifications: Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite)
- Career Connections
- Full Data & Reporting Suite
- SSO/SIS Integration
- Training and Implementation Included
- Remote Proctoring
- Certification Site License does not grant access to partner exams i.e. NHSC

Receiving Schools

- Crosby High School
- John F. Kennedy High School
- Wilby High School
- Waterbury Career Academy High School
- Waterbury Arts Magnet School
- Enlightenment School
- State Street School

By signing below, I acknowledge and accept the terms and conditions of this Quote.

Customer Name Waterbury School District

Signature _____

Authorized Signer: _____

Title Supervisor of CTE

Date Signed _____

Your access and use of the services provided by YouScience, LLC is subject to and governed by the YouScience Local Education Agency Subscription Agreement and Data Privacy Addendum available online at <https://www.youscience.com/local-education-agency-subscription-agreement/> and <https://www.youscience.com/data-privacy-addendum/>

Invoices paid by credit card with balances greater than \$1,000 will be charged an additional 3% fee.

Exhibit A

Addendum to Professional Services Agreement for Career Skills Certifications

This Addendum to Professional Services Agreement for Career Skills Certifications (this “**Addendum**”) comprises a part of the Professional Services Agreement for Career Skills Certifications entered into by and between City and Contractor (the “**Contract**”) by and between The City of Waterbury, Connecticut (“**City**”) and YouScience, LLC (“**Contractor**”).

The parties have included this Addendum as part of the Contract to ensure the Contract conforms to the requirements of the privacy laws referred to therein and the nature of the services provided by Contractor to City pursuant to the Contract.

This Addendum describes the Parties’ duties and responsibilities to protect data transmitted to Contractor from City in order to facilitate the provision of the services outlined in Exhibit A – Description of Services (the “**Services**”).

The Parties hereby agree to the following changes to the Contract:

1. **Capitalized Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given to them in the Contract except as modified herein.
2. **Scope.** The Parties hereby acknowledge and agree that all purchase orders submitted by City to Contractor under the Contract are subject to the terms of the Contract and this Addendum, as applicable.
3. **Confidential Information to Be Provided.** The Parties acknowledge and agree that, with respect to the data to be provided in connection with the Services, Student Information and Student Records, as defined by Conn.Gen.Stat §10-234aa (4) – (5) constitute City Data and Student Generated Content, as defined by Conn.Gen.Stat §10-234aa (6) constitutes Student Data.
4. **Scope of City Data.** In addition to, and not in lieu of, any additional exclusions from the types of data, materials, content, and other information that constitute City Data under the Contract, the Parties agree that City Data does not include any Student Data.
5. **Ownership of Student Generated Content.** As between City and Contractor, all Student Data is and will continue to be the property of the student, or, where applicable, the student’s parent or legal guardian, who provided or generated such Student Data.
6. **Access to City Data and Student Data.**
 - a. **General.** Subject to Contractor’s continued obligations under the Contract, and this Addendum, City acknowledges and agrees that each student, or, where applicable, such student’s parent or legal guardian, will have a continuous right through Contractor’s standard features and functionalities available through the Services to access such student’s:
 1. City Data during the term of the Contract; and

2. **Student Data** for the period of the license granted by Contractor to such student, or, where applicable, to such student's parent or legal guardian, as described in Provision 1.1 of the Contract, Scope of Services.
- b. **Parent Access.** Contractor will provide reasonable assistance to City to enable City to provide parental access and the ability to correct erroneous information by making Contractor's standard features and functionalities available to City through the Services that enable City to engage in or facilitate such activities.
7. **Separate Account.** For each student, Contractor will maintain separate accounts – one for any Student Data, and one for City Data stored or maintained by Contractor.
8. **Annual Notification of Rights.** In addition to, and not in lieu of City's duties under the Contract, City shall also provide the means by which City, eligible students, and, where applicable, parents or legal guardians may consent to the disclosure of Student Data to a third party.
9. **Authorized Use.** City acknowledges and agrees that Contractor may need to disclose data as necessary to provide the Services, and in doing so, Contractor acknowledges that it shall not make any re-disclosure of any City Data or any portion thereof without the express written consent of City and where applicable the express written consent of the student or the applicable parent or legal guardian, and shall not make any redisclosure of any Student Student Data without the express written consent of the student or the applicable parent or legal guardian.
10. **Disposition of City Data.** City may instruct Contractor to permanently de-identify City Data through the features and functionalities available to City through the Services, or via e-mail.
11. **Advertising Limitations.** In addition to, and not in lieu of, any exceptions to the use of City Data for advertising purposes set forth in the Contract, City acknowledges and agrees that Contractor may use the City Data to provide the Services to students and as otherwise detailed in Provision 1.1 of the Contract, Scope of Services, and in accordance with the requirements of Conn.Gen.Stat. §10-234aa et seq.
12. **Data Breach.** In the event that City Data or Student Data in Contractor's possession or under its reasonable control is accessed or obtained by an unauthorized individual, Contractor shall notify City within a reasonable amount of time after which the Contractor learns of the incident (not to exceed forty-eight (48) hours).
13. **Integration Clause.** Any modification or waiver under this Addendum will be effective only if it is in writing and signed by the Parties to be bound. This Addendum, forma part of, and is subject to the terms set forth in the Contract as amended. Except as amended and modified by this Addendum, the terms and provisions of the Contract remain unchanged and in full force and effect.