Waterbury Board of Education

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

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: February 11, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Special Workshop/Committee Meetings, February 13, 2025, Sprague School

The Committees of the Board of Education will meet on Thursday, February 13, 2025, 5:30 p.m., Sprague School, Gymnasium, 1443 Thomaston Avenue, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/j985rHZu6HA

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Stephanie Carpentieri

PUBLIC SPEAKING

1. *Committee of the Whole 10 minutes* ~ Update: Waterbury Promise – Hedy Ayers/ Kelonda Maull.

2. *Committee of the Whole/10 minutes* ~ Update: School Based Health Clinics – Aisling McGuckin.

3. *Committee of the Whole/10 minutes* ~ Update: College & Career Readiness/Career & Technical Education – V. Boatright, M. Merati, N. Toucet.

4. *Committee of the Whole/2 minutes* ~ Request approval of a Facilities Use Agreement with the University of Connecticut – J. Frenis.

5. *Committee on Finance/7 minutes:*
   a) Monthly Expenditure Report – D. Biolo.
   b) Transfer in the 2024/25 Capital Improvement Budget – D. Biolo.

6. *Committee on Finance/5 minutes* ~ Request approval of Amendment Two (2) to the Construction Contract with Ferguson Mechanical Company, Inc. (RFP #7858) for HVAC Replacement at Kennedy High School – N. Albini.

7. *Committee on Finance/2 minutes* ~ Request approval of a Construction Contract with Union Flooring Installations, LLC for gymnasium floor replacement at Tinker School – N. Albini.

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

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

10. *Interim Superintendent's Update* ~ Dr. Schwartz.

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

a. Athletic appointments:

Name	*Location/Assignment*	*Effective*
Carangelo, Casey	Wilby High/Head Girls Basketball Coach	01/15/25
Abate, Michael	Kennedy High/Freshman Boys Basketball Coach	01/17/25

b. Grant funded appointments:

Name	*Position/Location*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Effective*
Alberto, Marisol	Attend.--Truancy Coord./WAMS	FT	$18.14/hr	UPSEU 69	WAMS Magnet 24-25	01/23/25
Blitz, Shulamis	Tutor Bais Yaakov	PT	$25.00/hr	Non BOE	Title 1 Part A 23-25	01/30/25
Carrero, Glendalis (promotion)	Data Analyst	FT	$60,000/yr	FMAA	Alliance 24-25	01/21/25
Kociszewski, Kristina	Hall Monitor Wilby	PT	16.35/hr	Non BOE	SIG 8 Wilby 24-25	01/30/25
Majette, Brianna	Classroom Assist. Carrington	FT	$21.96/hr	UPSEU 68	SR Priority 24-25	01/16/25
Sheps, Marcie	Tutor Yeshiva K'Tana	PT	$25/hr	Non BOE	Yeshiva Title 1-A 23-25	01/23/25
Yates, Lashaun	Hall Monitor Wilby	PT	$16.35/hr	Non BOE	Alliance 24-25	01/30/25

c. Extended School Hour (ESH) Appointments effective immediately:

School	*Last Name*	*First Name*	*Assignment*
Bucks Hill	Qosja	Blerina	Substitute Teacher

d. 21st Century Appointments effective immediately:

School	*Last Name*	*First Name*	*Assignment*
Academic Academy	De Santis	Paula	Teacher
Duggan	D'Alessio	Jennifer	Administrator
	DiGiovanni	Melissa	Administrator
	Fidanza	Carla	Administrator
	Sanzari	Dina	Administrator
	DeFeo	Dawn	Teacher
	Osorio	Natalie	Teacher
	Pelletier	Allison	Teacher
	Tzepos	Ioulia	Teacher
Generali	Evans-Foster	Shernett	Administrator
	Copperthite (Gaudiosi)	Kristen	Administrator
	Hulteen	Lisa	Teacher
	Neibel	Amy	Teacher
	Ouellette	Katelynn	Teacher
	Tejada	Felizaida	Teacher
WAMS	Ferreira	Daniel	Administrator
	Milano	Regina	Administrator
	Rivera	Michael	Administrator
	King	Tracy	Teacher
	LeBlanc	Danielle	Teacher
	Lund	Melissa	Teacher
	Mendello	Joe	Teacher
	Milano	Regina	Teacher
	Machol	Cynthia	Teacher

e. Miscellaneous appointments:

Employee	*Position/Location*
Lloga, Era	Musical Director/WAMS Spring Show

f. Teacher new hires:

Last	*First*	*Assignment*
Booker-Youngs	Imani	Brass City Charter Special Ed Gr K-5
Burstiner	Lillian	Wallace ELA Gr 8
Dixon	Ngalla	Districtwide Social Worker
Hindin	Matthew	WSMS Special Ed MS
LaBissoniere	Chloe	WAMS PE/Health Gr 6-12
Lucenti	Gia	NEMS Special Ed - ABA
Marcellus	Martine	Bunker Hill Special Ed - Resource Gr K-5
Martin	Riley	Rotella Music
Masters	Gail	Reed ELA Gr 7
McCord	Nicholas	Crosby ELA
Mcfarlane	Tiara	Wallace Science Gr 8
McKeever	K'Ehleyr	Kennedy Social Studies
Ocasio	Nesha	Generali Special Ed - Resource Gr 2-3
Oliviera	Sylvia	Bucks Hill Special Ed - CBL
Rivera	Luisa	Districtwide Social Worker
Rodriguez	Jasmely	Crosby Social Studies
Romaniello	Brittany	Kennedy Math
Spetrino	Louis	Kennedy Tech Ed - Video Production

g. Retirements:

Name	*Assignment*	*Effective*
Bussey, Jennifer	Maloney Magnet – PreK	06/30/25
Daly, Terri	Office of Early Childhood – PreK	06/30/25
Kalnins, Siobhan	Maloney Magnet – Grade K	06/30/25
Kozloski, June	North End Middle – Visual Arts	06/30/25
Krawczyk, Thustle	Waterbury Arts – Middle School Counselor	06/30/25
Mastrianni, Geralyn	North End Middle – Grade 8/ELA	06/30/25
Mayhew, Walter	Wallace Middle – Grade 8 Math/Algebra	06/30/25
Rynar, Lynn	North End Middle – Special Education	06/30/25
Tucker, Ann	Sprague – PE/Health	06/30/25
Wallace, Doreen	Driggs/Carrington – STEM Coach	06/30/25

h. Resignations:

Name	*Assignment*	*Effective*
Carroza, Jillian	Duggan – Special Education	02/20/25
Gopie, Jade	Assistant Superintendent	02/20/25
Heintz, Alice	Special Education Supervisor	02/18/25
Regan, Diane	Bunker Hill – Special Education	02/21/25

ADJOURNMENT

ATTEST: Carrie A. Swain

Carrie A. Swain, Clerk
Board of Education

Waterbury Promise has Disbursed over $700,000 in Last-Dollar Scholarships

#1

MORE THAN JUST A SCHOLARSHIP!

WP Core Services

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

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

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

Realizing **90% College Persistence Rate** & **89% Program Retention**

Matching $5,000 University Grant

UCONN HUSKIES

EASTERN CONNECTICUT WARRIORS STATE UNIVERSITY

Post UNIVERSITY EST. 1890

Guaranteed Presidential Award Grant Minimum $25,000

UNIVERSITY OF NEW HAVEN

University On-Campus Support Services

WESTERN CONNECTICUT STATE UNIVERSITY

SCSU Southern Connecticut State University

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

Waterbury Promise By The Numbers

600+ Scholars

Class of 2025 Waterbury Breakdown by Eligibility

Schools	Total Eligible
Crosby HS	62
Enlightement	0
Kennedy HS	59
Waterbury Arts Magnet HS	41
Waterbury Career Academy HS	131
State Street HS	0
Wilby HS	40
Kaynor Tech HS	85
Holy Cross HS	58
Total	**476**

Enrolled Waterbury Promise Scholars Breakdown by High School

HIGH SCHOOLS	Cohort 2022	Cohort 2023	Cohort 2024	Total
Waterbury Public Schools	122	166	178	466
Kaynor Tech HS	25	33	37	95
Holy Cross High School	13	11	26	50
Total	**160**	**210**	**241**	**611**

Top Feeder Colleges/Universities

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

THANK YOU!


books
scholars
supplies
scholarships
fafsa
success
future
waterbury
resources
college
partner
promise
grants
on-track
support
services
last-dollar


FOUNDERS HALL

#2

School-Based Health Care

A program of Community Health Center, Inc.

Great care for students, convenience for parents!

Enrolled students can access care at any time during school hours.



Services offered but not limited to:

Behavioral Health:

- Individual, group or family counseling
- Therapists treat a variety of needs:
  - Anxiety or depression
  - Social skills and healthy relationships
  - Navigating family and life changes
  - Teaching coping and resilience skills
  - Self-esteem and body image
  - Skills for success in school
  - Referral to psychiatry
- Support during times of crisis while in school

Uninsured? Underinsured?
Our Access to Care Team can help!
Text "help" to 860.560.1398.

Medical:

- Sick visits, including:
  - Headaches
  - Menstrual cramps
  - Flu testing
- Minor injuries
- Required exams and paperwork
  - Sports physicals
  - Medication authorizations
  - Concussion clearances
- Chronic condition treatment and management
  - Asthma
  - Diabetes
  - And more
- Medication prescriptions
- Zoom visits for when your child is sick at home

Dental:

- Teeth cleanings
- Sealants
- Fluoride treatments
- X-rays
- Oral health education
- Referral to a dentist for exams

Sliding fee scale options available for eligible patients. We accept most major insurance plans.

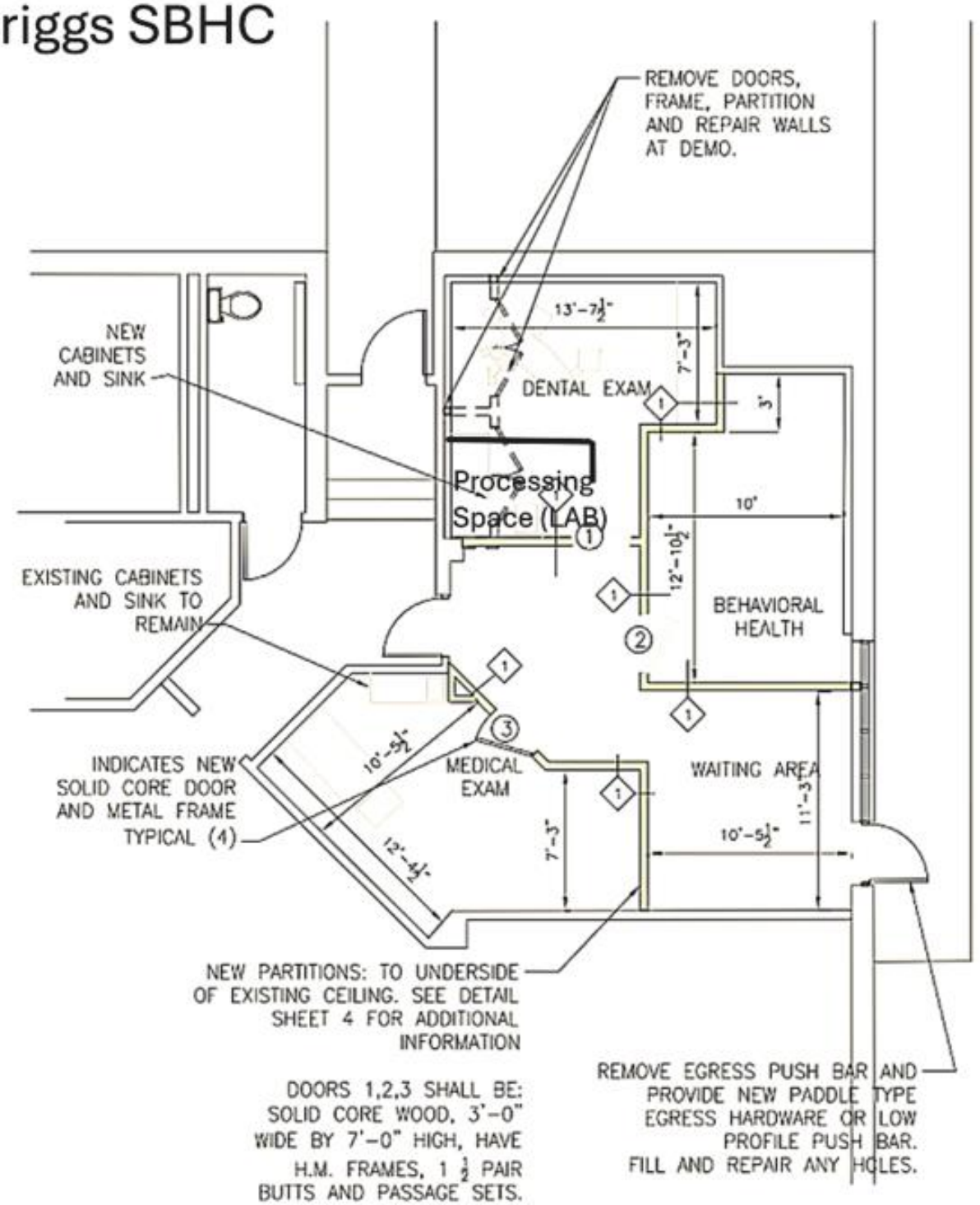
Enroll your student today!

Visit sbhc1.com to learn which services are offered at your school.

475.231.6978 | sbhc1.com

A part of the MOSES/WEITZMAN Health System

Driggs SBHC



1 FLOOR PLAN

#3

WATERBURY
PUBLIC SCHOOLS

College & Career Readiness Department
and
Career & Technical Education Department

Mrs. Nyree Toucet, Director
Dr. Vira Boatright, CCR Supervisor
Mr. Michael Merati, CTE Supervisor

School Counseling

WATERBURY
PUBLIC SCHOOLS

District-Wide School Counseling Initiatives

1. Comprehensive College & Career Exploration Fairs spanning all academic levels, connecting students with opportunities from elementary through high school
2. Innovative College to Success Seminar at Post University, providing Wilby students with immersive higher education preparation and career pathway insights
3. Strategic FAFSA Coaching in partnership with RISE Network, demystifying financial aid and empowering students to access college funding
4. Targeted College Planning Nights for high school students, offering personalized guidance on application strategies and academic goal-setting
5. Early College and Career Exposure Program introducing elementary students to diverse professional pathways and inspiring future aspirations
6. Structured School Counseling Curriculum designed to support holistic student development, academic, college/career, social emotional growth

WATERBURY PUBLIC SCHOOLS





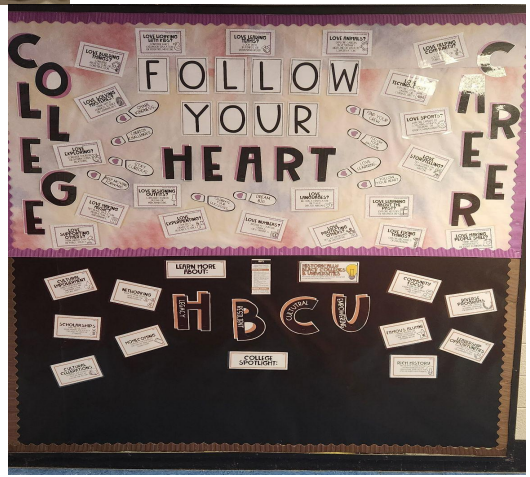


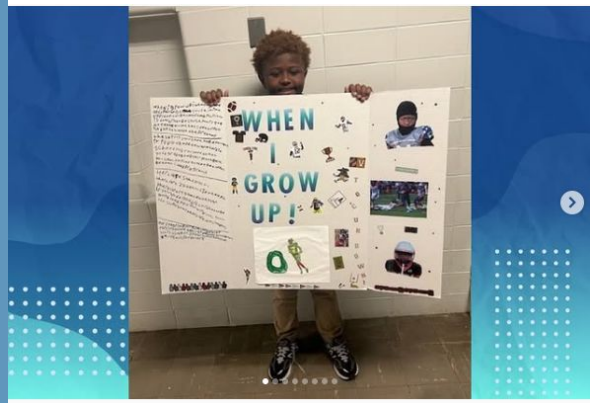


WATERBURY PUBLIC SCHOOLS


Which career path will you choose?
I can be a...
DOCTOR
ASTRONAUT
PILOT
ENGINEER
PHYSICIST
DENTIST
ASTRONOMER
We shine brighter together!
Spotlight
Careers in Science




COLLEGE
FOLLOW
YOUR
HEART
CAREER
LEARN MORE ABOUT
HBCU
COLLEGE SPOTLIGHT


WHEN I GROW UP!



EdRising: Empowering Future Educators

A comprehensive initiative designed to cultivate a future generation of education leaders. We believe that every student deserves the opportunity to explore the world of education, from teaching to counseling and beyond.

High School: WCA, Kennedy, Wilby, Crosby
Middle School: After-School Clubs

WATERBURY
PUBLIC SCHOOLS

Career & Technical Education

WATERBURY
PUBLIC SCHOOLS

Academies & Career Pathways

All Waterbury Public Schools students can select an Academy of their choice. Each Academy has multiple Career Pathways and rigorous Programs of Studies that detail each sequenced course. The focus of each Academy is to prepare all students for college, career & life readiness. To accomplish this, students will be provided with a comprehensive experience that focuses on middle-skilled jobs, dual enrollment courses, industry-recognized credentials, work-based learning experiences, employability skills, Habits of Mind, and Career Ready Practices. This focus will increase future opportunities for our students. The following are the Waterbury Public Schools Academies.

WATERBURY PUBLIC SCHOOLS

WATERBURY PUBLIC SCHOOLS

ACADEMIES & CAREER PATHWAYS

Business & Entrepreneurship

- Accounting Services
- Investments & Securities
- Management/Entrepreneurship
- Marketing Communications

Information Technology & Computer Science

- #Cybersecurity
- Information Support
- Programming & Software Devel.
- Web & Digital Communications

Health Sciences

- Certified Nurse Assistant
- EMT & EKG Technician
- Pharmacy Technician
- Surgical Technician

Education & Community Services

- Agriculture
- Culinary
- Teacher/Training
- JROTC

Engineering & Technical Sciences

- Engineering
- Construction
- Manufacturing
- Automotive

Early College High School with Post University

- Marketing
- Legal Studies
- Accounting
- Criminal Justice
- Management
- Early Childhood Education

#Anticipated 2025-2026

Empowering Students Through Innovative Partnerships

- **JUDAH'S CAMP MUSIC SHADOW**
  - Transformative 8-week music production internship providing high school students with hands-on industry experience and creative mentorship

- **WISHFest**
  - Partnership between the University of Connecticut (UConn) Waterbury Campus and the City of Waterbury to advance the educational goals of UConn Waterbury, enhance the K-12 college to workforce pipeline, and promote partnerships among the greater Waterbury communities including grades 6-12

- **MINDIGNITE**
  - Inspiring early healthcare exploration through professional mentorship and interactive dialogues for elementary and middle school students

WATERBURY
PUBLIC SCHOOLS

Building Bridges to Higher Education

- **UConn Health Career Programs**
  - Innovative pathway for Kennedy & WAMS students, offering immersive Mini Medical & Dental Program to explore healthcare professions firsthand

- **Pre-College Academic Enrichment**
  - Juniors Doctor Academy at Storrs & CCSU, providing advanced academic preparation and mentorship for aspiring medical professionals

- **Professional Development Summit**
  - Black Men In White Coats Summit: Inspiring and supporting underrepresented students in healthcare careers

WATERBURY
PUBLIC SCHOOLS

Investing in Future Careers

- **MERRIMAN CULINARY JOB TRAINING**
  - Comprehensive training equipping graduating seniors with professional culinary skills for successful entry into food service careers and entrepreneurial opportunities
- **WEALTH GENERATION AFTER SCHOOL PROGRAM**
  - Innovative financial literacy curriculum empowering middle school students at North End Middle School to develop critical money management and economic skills
- **MASC Program**
  - Intensive 12-week work-based learning experience designed to provide juniors and seniors with real-world professional development and career exploration
- **Cly-Del Manufacturing**
  - A manufacturing company partnered with WPS to give students the opportunity to apply their academic knowledge and school-based skills in a practical, real-world setting.

WATERBURY
PUBLIC SCHOOLS

In the pipeline

We are actively engaging with Cathy Awwad from the NRWIB and with local businesses and organizations to develop partnerships for meaningful work-based learning experiences. Our goal is to design a comprehensive credit-earning program that connects classroom learning with real-world professional opportunities. Stay tuned as we build a dynamic system that will transform how our students prepare for future careers.

WATERBURY
PUBLIC SCHOOLS

#4

UCONN
UNIVERSITY OF CONNECTICUT

FACILITIES USE AGREEMENT

ORDER FORM

This Facilities Use Agreement (the"Agreement") is entered into by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education ("the University") and the undersigned entity (the "Contractor"), and sets forth the terms and conditions on which the University will permit the Contractor to use certain space, facilities, and/or equipment owned by the University for Contractor's event indicated below (the "Event"). The Agreement consists of this Order Form and the attached General Terms and Conditions, which are hereby incorporated by reference as if fully set forth herein.

1) Event Name: [Waterbury Robotics Institute]

2) Location and Description of the Space*: [36 N Main St., Waterbury, CT 06702; classroom with robotics field.]

3) Date(s) and Time(s) of use of the Space: [February 3, 2025 - March 28, 2025]
Additional time(s) for set-up: [4:00PM-8:00PM, Monday-Friday]
Additional time(s) for break-down: [9:00AM-4:00PM, Saturday & Sunday]

4) Permitted use of the Space: [Classroom/Multipurpose]

5) Maximum number of Attendees: [150]

6) Description of use of Equipment (if any): [Utilizing robotics field to test robots.]

7) Description of use of Services (if any): [N/A]

8) Catering Services (if any): [N/A]

9) Total Use Fee*: [0.00]
Deposit Amount & Due Date(s): [N/A]
Balance Amount & Due Date(s): [N/A]

Remittance Instructions: Payment should be sent to:
[N/A]
[ ]
[ ]

** The Space location and the Use Fee assigned above are based on the information provided by the Contractor as of the date hereof. The University reserves the right to modify the Space location and/or Usage Fee based upon changes to the nature of the Contractor's proposed use of the Space identified after the date hereof.*

[Signature Page Follows]

FACILITIES USE AGREEMENT

ORDER FORM

By signing below, the Contractor agrees that its use of the Space for the Event will be subject to, and the Contractor shall abide by, all the terms and conditions set forth in this Agreement.

CONTRACTOR: City of Waterbury (name), a Connecticut (state), Municipal Corporation (type)

Contractor Address (for notices only):

By: _____

Name: Paul K. Pernerewski, Jr.

Title: Mayor

Date: _____

235 Grand Street (Address)

Waterbury CT (Address)

_____ (Phone)

_____ (E-Mail)

_____ (Fax)

Attn: _____ (Contact)

APPROVED AND ACCEPTED:

UNIVERSITY OF CONNECTICUT

University Address (for notices only):

By: _____

Name: _____

Title: _____

Date: _____

_____ (Address)

_____ (Address)

_____ (Phone)

_____ (E-Mail)

_____ (Fax)

Attn: _____ (Contact)

FACILITIES USE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **Reservation of Space.** The University will reserve the Contractor's use of the space, facilities, and/or equipment (collectively, the "Space") indicated in the Order Form during the period of time indicated in the Order Form (the "Term") following execution of the Order Form by both parties (the "Effective Date") and the University's receipt of the deposit (if applicable). The University shall not be responsible for providing, for use of the Contractor, any Space not described on the Order Form. Contractor shall only use the Space for the sole purpose of the Event set forth in the Order Form and in strict compliance with the terms and conditions of the Agreement.

2. **Payment Terms. N/A**

   a. The Use Fee contained on the Order Form is the minimum cost of the Space, based on the University's evaluation of information provided by the Contractor and does not include any additional labor or equipment. As set forth below, the University reserves the right to add, change, alter, or delete any rule, policy or procedure pertaining to the rental of, usage of, or fees charged for the facilities and/or equipment.

   b. The deposit indicated on the Order Form shall be credited against the total Use Fee.

   c. Deposits and payments are non-refundable except where the University is unable to deliver possession of the Space through no fault of the Contractor.

   d. If the Contractor requires services, staff, equipment, and/or material in excess of those specified on the Order Form, the Contractor agrees to pay the University without demand any sum which may be due for any additional service, custodial overtime services, technical assistance, security services and equipment or material furnished or loaned by the University.

      If the Contractor should decide not to utilize the Space or any portion thereof, the University shall not be obligated to reduce the Use Fee.

3. **Contractor Responsibilities.**

   a. The Contractor shall not include the name of University and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the University other than as the location for the Event. The name of the University of Connecticut is not to be associated with any group that is not a bona-fide organization of the University.

   b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Agreement, including without limitation all musical works, dramatic works, literary works, pictorial and graphic works and chorographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Agreement, and shall immediately upon the request of the University, deliver written proof of such to the University.

   c. The University reserves all commercial broadcasting, television, recording and filming rights for its own benefit. The University will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service at the Space except where specifically agreed upon as a part of this Agreement.

   d. The Contractor may not assign any part or right of this Agreement or sublet the University or any part thereof to any other party without the prior written consent of University. The University will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Agreement.

   e. The Contractor agrees to furnish the University Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of University facilities.

f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the University governing the use of the University's property and equipment. Specific system and University policies and procedures will be made available to the Contractor upon request. The Contractor 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 which in any manner affect its conduct or its use of the Space. The University shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Agreement.

g. In the event of weather-related or other closing announcements, please call the relevant Campus's Weather Information Line. A list of regional campus numbers can be found at the following website: http://alert.uconn.edu/. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Contractor to contact its attendees in the event of any cancellation. Please note that if the Event is cancelled due to inclement weather, every effort will be made to reschedule. In the event the University is unable to reschedule the Event, the Contractor's deposit will be refunded.

h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day of the Event.

i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

4. Security.

a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the University. The official representative of the University on site during the Term shall have full responsibility for the operation of the Space and the areas immediately adjacent thereto and shall act for and on behalf of the University in the management, supervision and control of the Space.

b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the University resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.

c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the University, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of University policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all University facilities.

d. Should there be a conflict during the presentation of the Event and the Contractor agrees that the official representative of the University will have complete supervision, direction and operational control.

e. The Contractor shall complete a University accident report for any incident requiring administration of first aid at the Event. Said accident reports shall be provided to the University's Public Safety Division within twenty-four (24) hours of any incident.

f. The University shall revoke the privilege of any participant to use any University facility if, in the sole opinion of the University, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the University.

g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

5. Equipment.

a. It is the responsibility of the Contractor to provide the University with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the University from any obligation to provide these services in the manner desired by the Contractor.

b. Equipment provided to or rented by the Contractor as part of this Agreement is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of University personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the University.

c. The Contractor shall see that any equipment provided by the University pursuant to this Agreement shall be used appropriately and returned in good working order to its proper location following use each day.

d. The Contractor agrees that equipment not specified as part of this Agreement shall not be used by the Contractor or Event participants.

e. Contractor agrees that all electrical connections must be made by University personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the University, under such conditions and restrictions as University may specify.

f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of University, endangers the structural integrity of University facilities.

g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.

h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this contract without prior written permission of University shall be deemed abandoned and disposed of by University at its sole discretion.

i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

6. Food Service / State Sales Tax. N/A

a. The University presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the University. Requests for catering services shall be made though the University's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the University's food service vendor at the time the service request is placed. The Contractor shall provide the University's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.

b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the University's Event Management Office, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the University's food service vendor. The University's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.

c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the University's food service vendor. The Contractor agrees that neither the University nor the University's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the University's food service vendor within the time frames specified in this Section V.

d. The Contractor shall cancel catering orders, by directly notifying the University's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern standard time on the day of the Event.

e. Under the Connecticut General Statutes, all sales of food and/or beverages for events held on campus are subject to the Connecticut state sales tax in effect at the time the Event occurs, unless the Contractor provides one of the following approved certifications for tax exemption for the program:

f. The organization is not reimbursed, in whole or in part, by donation or otherwise, for its payment for the meal by those consuming the meals, and the Contractor has provided an approved CERT-112 or CERT-123 from the Connecticut State Department of Revenue Services listing the University as the retailer. Such exemptions take a minimum of six (6) weeks to process through the Connecticut State Department of Revenue Services. Request forms are available from the Connecticut State Department of Revenue Services either at their office or website, http://www.ct.gov/drs.

g. The Contractor is a nonprofit organization and is collecting a donation or leveling a charge for admission as a fundraiser and has supplied a completed CERT-119 or CERT-134 indicating that the Event is one (1) of the five (5) fundraisers or social events covered by the exemption the organization has for that calendar year, under the SN 98(11) Exemption

from the Connecticut State Department of Revenue Services, and listing the University as the retailer. Under no circumstances shall more than five (5) CERT-119 or CERT-134 forms be accepted from any one contractor in a given calendar year.

h. In all cases, the Contractor shall submit the appropriate documentation to the University when the Agreement is executed or, in cases where a CERT-112 or CERT-123 is being requested, no later than two (2) weeks prior to the Event. If a CERT-112 or CERT-123 is to be utilized, the Contractor shall submit the request to the Connecticut State Department of Revenue Services no later than eight (8) weeks prior to the Event.

i. In all cases where the appropriate documentation for tax exemption is not provided within the specified time, the Contractor will be charged all appropriate Connecticut state sales tax.

7. Specific Terms And Conditions Applicable To Any Program Involving Minors.

a. For the purposes of this Section, "Event Participants" are defined as all those who are in attendance as a result of the Contractor's operation of the Event including, but not limited to, Event attendees ("Attendees"), Contractor's staff and volunteers, service subcontractors, exhibitors, speakers and their guests ("Event Staff").

b. The Contractor shall comply with Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, which currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor. The Contractor shall ensure that all of its Event Staff who will supervise or otherwise come into contact with minor Event Participants are fully aware of, and have been sufficiently trained to comply with, their reporting obligations pursuant to sections 17a-101 through 17a-103a, as may be amended from time to time.

c. Contractor shall only allow Event Staff who have successfully completed a background screening to have direct contact with minor Attendees. Criminal background screening must meet the standards set forth in the University's Protection of Minors and Reporting of Child Abuse and Neglect Policy. Contractor shall be responsible for verifying the completion of said background screenings and shall make such verification available to the University upon request.

d. The Contractor shall implement and enforce program rules and policies for the Event that are designed to safeguard minors.

e. The Contractor shall provide adequate adult supervision of minor Attendees, including establishing and adhering to supervisory ratios consistent with the requirements set forth in section 19-13-B27a(n), as applicable, of the Connecticut Agencies Regulations . The Contractor shall establish procedures to properly account for the whereabouts of minor Attendees (i.e., sign-in/sign-out procedures, etc.) for the duration of the Event. The Contractor is solely responsible for ensuring, and shall ensure, that all minor Attendees are properly supervised and accounted for at all times. The Contractor acknowledges and understands that the University will not provide or be responsible for the supervision of any minor Attendees or other Event Participants.

f. The Contractor shall procure a waiver of liability from each Attendee acknowledging that the Event is not run by the University and that the University shall be held harmless from any liability arising out of operation of the Event by the Contractor, signed by the Attendee's parent (guardian) if under the age of eighteen (18).

g. Contractor's failure, including the failure of any of Contractor's Event Staff, to comply with this Section may result in immediate termination of this Agreement. In addition, Contractor may be disqualified from entering into further contracts with the University.

8. Specific Terms and Conditions Applicable to Particular Venues.

a. <u>If theater facilities are reserved</u>:

i. The University shall provide essential stage equipment, lighting and sound, technicians, house management, and custodial services as it deems necessary for the Event, as well as any additional services mutually agreed upon by the University and the Contractor. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section III of this Agreement.

ii. The Contractor shall provide ushers, ticket sellers, and ticket collection personnel as deemed necessary by the University's Event Manager. These services may either be arranged through the University's Event Manager or provided by the Contractor. Personnel provided by the Contractor for ushering, ticket selling and ticket taking shall be under the general direction of the University's house management staff and shall arrive at the Event venue for a general training session regarding policies and procedures governing these activities one (1) hour prior to the doors

opening for the Event. The Contractor acknowledges and agrees that the failure of such personnel to arrive for this training session on time will delay the opening of the doors for the Event.

iii. Any additional rehearsal and/or dressing room facilities must be specifically included in Section II of this Agreement and the arrangements for set-up or special services in these areas must be made through the University's Event Manager. The cost of such services shall be borne by the Contractor and are reflected in the fee for use specified in Section II of this Agreement.

b. If a gymnasium or other sports facility is reserved:

i. All participants, parents, guests and spectators associated with the Event shall be limited to use of the lobby, venue and spectator stands associated with the venue(s) specified in this Agreement.

ii. If locker rooms and showers are used, they shall be limited to the "student" locker facilities, unless otherwise specified. The Contractor shall supply or have participants supply their own locks for the lockers and agrees that all lockers shall be cleaned out of all clothing, equipment and supplies after each use, and that all locks shall be removed.

iii. The Contractor shall not permit street shoes to be worn on gym courts or pool decks.

iv. The Contractor shall not permit gum chewing on gym courts or in pool areas.

v. If the Space includes a University pool, Contractor shall provide, at its sole expense, a minimum of one (1) Red Cross certified lifeguard for each thirty (30) participants engaged in swimming activities. Contractor shall provide the University with a copy of the Red Cross certification held by each lifeguard providing life-guarding services

vi. Contractor shall bear the entire expense for any and all officials, referees and timekeepers it requires for the Event.

9. Insurance Requirements.

a. Commercial General Liability: The University acknowledges that the Contractor is a self-insured municipality. Insurance certificates will be provided for evidence of cover as a self-insured entity.

Contractor shall provide the University a certificate of insurance, evidencing self-inured status will from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is self-insured for the period of time covered by this Agreement with minimum Commercial General Liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The University of Connecticut and its Board of Trustees and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Agreement and reference the Event set forth in Section II of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the State or the University.

i. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy ($1,000,000 limit) is required.

ii. If an event is catered, then the caterer is required to have insurance coverage in the same amount. A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.

b. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Agreement, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Agreement then automobile coverage is not required.]*

c. Workers' Compensation and Employers Liability: *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.

d. Additional Provisions:

i. The Contractor shall assume any and all deductibles in the described insurance policies.

ii. The Contractor's insurer shall have no right of recovery or subrogation against the State or the University and the described insurance .Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State or the University.

iii. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the University.

iv. All coverage is to be written on an "Occurrence" policy form. N/A

v. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.

vi. Contractor shall provide the University with a self-insured certificate of insurance thirty (30) days prior to the event, which states that the contractor is insured for the period of time covered by this Agreement and reference the event and event dates.

vii. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

viii. Connecticut state sales tax for food purchases related to the Event.

10. General Provisions.

a. Required State Terms**:** The terms and conditions located at: https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2022/07/Revenue-Contract-State-Terms-Conditions-revised-07.01.2022.pdf are hereby incorporated by reference in their entirety into this Agreement as if fully set forth herein.

b. Liability of the Parties The City shall be solely responsible for any act or omission of the City, including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this Agreement . The City further agrees that UCONN, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the City, including its officers, agents, employees, and independent contractors arising from this Agreement.

UCONN shall be solely responsible for any act or omission of UCONN, including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this Agreement . UCONN further agrees that City, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by UCONN including its officers, agents, employees, and independent contractors arising from this Agreement.

c. Termination:

i. *By Contractor*. The Contractor may terminate this Agreement for any reason at any time upon delivery of written notice of such termination to the University. If the Contractor terminates this Agreement for reasons other than as a result of the University's breach of or failure to observe any provision of this Agreement, the University shall be entitled to retain for its own account, and shall not be obligated to return, any portion of the Usage Fee (including the deposit) previously paid by the Contractor.

ii. *By the University*. The University may terminate this Agreement for any reason at any time upon delivery of written notice of such termination to the Licensee. If the University terminates this Agreement for reasons

other than as a result of the Licensee's breach of or failure to observe any provision of this Agreement, the University will return, within a reasonable period of time following such termination, to the Licensee any portion of the Usage Fee (including the Deposit) previously paid by the Licensee. The University shall be entitled to retain for its own account, and shall not be obligated to return, any portion of the Usage Fee (including the Deposit) previously paid by the Licensee if the University terminates this Agreement as a result of the Licensee's breach of or failure to observe any provision of this Agreement.

d. Force Majeure: If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of either party, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

#5a

Waterbury Board of Education

FY2024-2025

December
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$11,652,029	$10,994,804	$4,934,922	$0	$6,059,882	$11,084,752	($89,948)
511102	Teachers	$41,409,063	$41,117,136	$15,480,347	$0	$25,636,789	$41,742,514	($625,378)
511104	Superintendent	$454,426	$454,426	$168,964	$0	$285,462	$287,129	$167,297
511106	Early Incentive Certifiied	$796,084	$899,705	$921,097	$0	($21,392)	$921,097	($21,392)
511107	Certified Coaches	$770,000	$770,000	$242,430	$0	$527,570	$770,000	$0
511108	School Psychologists	$1,203,749	$1,226,832	$313,545	$0	$913,287	$877,185	$349,647
511109	School Social Workers	$2,311,147	$2,301,850	$756,608	$0	$1,545,242	$2,129,473	$172,377
511110	Speech Pathologists	$2,462,183	$2,496,959	$1,008,641	$0	$1,488,318	$2,437,090	$59,869
511111	Assistant Superintendent	$173,250	$173,250	$79,962	$0	$93,288	$173,250	$0
511113	Extra Compensatory Stipend	$105,000	$105,000	$2,460	$0	$102,540	$105,000	$0
511201	Non-Certified Salaries	$2,918,541	$2,948,973	$751,948	$0	$2,197,025	$2,855,930	$93,043
511202	Clerical Wages	$1,286,958	$1,292,022	$492,641	$0	$799,381	$1,033,399	$258,623
511204	Crossing Guards	$391,528	$382,443	$189,971	$0	$192,472	$382,443	$0
511206	Educational	$450,000	$516,164	$130,675	$0	$385,489	$450,000	$66,164
511212	Substitute Teachers	$350,000	$350,000	$230,188	$17,928	$101,884	$350,000	$0
511217	Library Aides	$207,477	$207,477	$69,045	$0	$138,432	$140,962	$66,515
511219	School Clerical	$2,338,476	$2,325,853	$963,709	$0	$1,362,144	$2,106,559	$219,294
511220	Fiscal Administration	$796,195	$796,195	$258,681	$0	$537,514	$562,492	$233,703
511222	Transportation Coordinator	$210,967	$210,967	$99,804	$0	$111,163	$210,967	$0
511223	Office Aides	$180,000	$180,000	$61,824	$0	$118,176	$180,000	$0
511225	School Maintenance Non-Certified	$2,563,557	$2,652,784	$1,152,773	$0	$1,500,011	$2,425,525	$227,259
511226	Custodians Non-Certified	$6,110,510	$5,629,847	$2,691,594	$0	$2,938,253	$5,884,961	($255,114)
511227	Overtime - Outside Activities	$245,000	$245,000	$154,612	$0	$90,388	$245,000	$0
511228	Paraprofessionals	$9,570,536	$9,910,014	$4,141,867	$0	$5,768,147	$9,612,867	$297,147
511229	Bus Duty	$265,000	$265,000	$525	$0	$264,475	$265,000	$0
511232	Attendance Counselors	$129,458	$129,458	$50,049	$0	$79,409	$129,458	$0
511233	ABA Behaviorial Therapist	$1,426,252	$1,073,848	$401,603	$0	$672,245	$834,985	$238,863
511234	Interpreters	$201,986	$201,986	$62,547	$0	$139,439	$151,414	$50,572
511236	Snow Removal	$0	$0	$6,286	$0	($6,286)	$10,000	($10,000)
511650	Overtime	$640,000	$640,000	$563,733	$0	$76,267	$640,000	$0
511653	Longevity	$5,620	$5,620	$6,835	$0	($1,215)	$6,835	($1,215)
511700	Extra Police Protection	$943,423	$943,423	$129,238	$0	$814,185	$943,423	$0
511800	Vacation and Sick Term Payout	$120,055	$416,434	$180,780	$0	$235,654	$416,434	$0
522501	Health Insurance-General	$10,000,000	$10,000,000	$0	$0	$10,000,000	$10,000,000	$0
529001	Car Allowance	$75,000	$69,200	$50,835	$0	$18,365	$69,200	$0
529003	Meal Allowances	$15,000	$15,000	$13,708	$0	$1,292	$15,000	$0
Subtotal Salaries		**$102,778,470**	**$101,947,670**	**$36,764,445**	**$17,928**	**$65,165,297**	**$100,450,344**	**$1,497,326**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$1,587,066	$407,934	$2,205,000	$3,940,706	$259,294
533009	Evaluation	$2,500	$2,500	$0	$0	$2,500	$2,500	$0
533020	Consulting Services	$406,658	$406,658	$104,152	$136,373	$166,134	$406,658	$0
533100	Auditing	$62,000	$62,000	$57,500	$4,500	$0	$62,000	$0
539005	Sporting Officials	$25,000	$25,000	$0	$0	$25,000	$25,000	$0
539008	Messenger Service	$33,600	$33,600	$0	$0	$33,600	$33,600	$0
543000	General Repairs & Maintenance	$1,288,000	$1,288,000	$540,498	$319,459	$428,043	$1,288,000	$0
543011	Maintenance - Service Contracts	$975,000	$975,000	$322,648	$533,924	$118,429	$975,000	$0
544002	Building Rental	$587,642	$587,642	$197,571	$286,184	$103,887	$587,642	$0
545002	Water	$250,000	$250,000	$89,730	$0	$160,270	$250,000	$0
545006	Electricity	$3,000,000	$3,000,000	$1,372,880	$0	$1,627,120	$3,250,000	($250,000)
545013	Security/Safety	$100,000	$100,000	$19,037	$25,336	$55,627	$100,000	$0
551000	Pupil Transportation	$18,790,000	$18,790,000	$6,906,150	$11,231,810	$652,040	$19,425,000	($635,000)
553001	Postage	$45,000	$45,000	$18,921	$0	$26,079	$45,000	$0
553002	Telephone	$200,000	$200,000	$163,932	$19,577	$16,491	$200,000	$0
553005	Wide-area Network (SBC)	$93,600	$93,600	$28,731	$46,095	$18,775	$93,600	$0
556055	Tuition - Outside	$16,000,000	$16,000,000	$4,892,347	$8,017,259	$3,090,394	$16,625,031	($625,031)
556056	Purchased Service - Outside	$3,000,000	$3,825,000	$1,188,358	$2,086,689	$549,953	$4,313,542	($488,542)
557000	Tuition Reimbursement	$10,000	$10,000	$12,176	$0	($2,176)	$20,000	($10,000)
558000	Travel Expenses	$5,000	$5,000	$384	$0	$4,616	$5,000	$0
559001	Advertising	$32,500	$32,500	$685	$1,530	$30,285	$32,500	$0
559002	Printing & Binding	$23,000	$23,000	$56	$0	$22,944	$23,000	$0
559104	Insurance - Athletics	$21,700	$21,700	$19,851	$0	$1,849	$19,851	$1,849
Subtotal Purchased Services		**$49,151,200**	**$49,976,200**	**$17,522,671**	**$23,116,670**	**$9,336,859**	**$51,723,631**	**($1,747,431)**
Supplies/Materials								
561100	Instructional Supplies	$1,612,104	$1,612,104	$711,734	$180,195	$720,175	$1,612,104	$0
561200	Office Supplies	$75,590	$75,590	$24,759	$11,312	$39,519	$75,590	$0
561204	Emergency/Medical Supplies	$2,000	$2,000	$0	$0	$2,000	$2,000	$0
561210	Intake Center Supplies	$3,500	$3,500	$1,618	$1,293	$589	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$19,338	$7,559	$23,103	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$1,156	$496	$6,349	$8,000	$0
561501	Diesel	$173,736	$173,736	$55,023	$81,070	$37,643	$173,736	$0
561503	Gasoline	$210,667	$210,667	$83,210	$87,688	$39,769	$210,667	$0
561505	Natural Gas	$2,000,000	$2,000,000	$377,947	$0	$1,622,053	$1,750,000	$250,000
561507	Janitorial Supplies	$375,000	$375,000	$269,193	$48,878	$56,928	$375,000	$0
561508	Electrical Supplies	$50,000	$50,000	$36,795	$10,695	$2,510	$50,000	$0
561509	Plumbing Supplies	$100,000	$100,000	$74,471	$19,441	$6,088	$100,000	$0
561510	Building & Ground Supplies	$220,000	$220,000	$88,159	$50,804	$81,037	$220,000	$0
561511	Propane	$404,688	$404,688	$268,612	$136,076	$0	$404,688	$0
567000	Clothing Supplies	$40,000	$46,100	$9,862	$35,509	$729	$46,100	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,891	$0	$109	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$4,083	$0	$10,917	$15,000	$0
569029	Athletic Supplies	$137,895	$137,895	$71,634	$39,247	$27,014	$137,895	$0
Subtotal Supplies/Materials		**$5,480,180**	**$5,486,280**	**$2,099,485**	**$710,262**	**$2,676,533**	**$5,236,280**	**$250,000**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$1,625	$0	$13,375	$15,000	$0
575200	Office Equipment	$155,000	$155,000	$13,549	$3,954	$137,497	$155,000	$0
575408	Plant Equipment	$40,000	$39,700	$2,900	$3,539	$33,262	$39,700	$0
Subtotal Property		**$210,000**	**$209,700**	**$18,073**	**$7,492**	**$184,134**	**$209,700**	**$0**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$2,520	$7,650	$1,830	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$12,117	$0	$8,583	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$9,185	$138	$128	$9,323	$128
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$3,000	$0	$7,000	$10,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$1,240	$0	$1,760	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$32,746	$0	$32,254	$65,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$135,000	$135,000	$124,960	$0	$10,040	$135,000	$0
Total Other/Miscellaneous		**$755,150**	**$755,150**	**$685,767**	**$7,788**	**$61,595**	**$755,023**	**$128**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$57,090,440**	**$23,860,140**	**$77,424,419**	**$158,374,977**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$57,684,387**	**$57,684,387**	**$19,215,473**	**$0**	**$38,468,914**	**$57,684,387**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$1,000,000	$0
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$450,000	$0
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$675,000	$0
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$500,000	$0
Total Additional Funding		**$61,309,387**	**$61,309,387**	**$19,215,473**	**$0**	**$42,093,914**	$0	**$0**
GRAND TOTAL ALL FUNDING		**$219,684,387**	**$219,684,387**	**$76,305,913**	**$23,860,140**	**$119,518,333**	**$61,309,387**	**$0**

#5b

CITY OF WATERBURY
DEPARTMENT OF EDUCATION

2/6/2025

Board of Education

Board of Education Commissioners:

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2024-2025 from Capital Improvement Budget:

FROM:

Accounting Unit	Account	Activity	Description	Amount
60180	547000	6018080099995	Capital Improvement - BOE Unallocated (Sinking Fund)	($1,041,894)

TO:

60180	547000		Capital Improvement - Driggs School Elevator	$537,706
60180	547000		Capital Improvement - Wilson School Elevator	$504,188

TOTAL **$1,041,894** **($1,041,894)**

Transfer to move funds from BOE Unallocated Sinking Fund for local share for School Elevator Projects at Driggs and Wilson Schools.

Respectfully Submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

#6

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

Executive Summary

DATE: January 9, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Amendment #2 to the Construction Contract for the HVAC Replacement at John F. Kennedy High School (RFP #7858) with Ferguson Mechanical Company

The Waterbury Education Department has a fully executed Construction Contract with Ferguson Mechanical Company Inc. in the amount of $5,862,000.00 for HVAC Replacement at John F. Kennedy High School. The Agreement was initiated under RFP #7858, and this project's funding source is the ARPA/ESSER Fund. Pursuant to Amendment Number 1; executed on December 24, 2024, the Final Completion date was extended to June 1, 2025.

During construction, several issues have been discovered that were unknown during the development of design nor included in the construction documents. These include, but are not limited to, deterioration of an existing masonry wall in Fan Room #2 and deterioration of a portion of the existing pool slab; neither of which were visible prior to the mechanical demolition included in this contract. These existing deficiencies required additional shoring, engineered solutions and repair which were not foreseen at the time the proposals were submitted for this RFP.

Insufficient integrity of the roof above the pool to support the Pool Dehumidification unit, RTU-3, was also discovered. This required the unit that was scheduled to be placed on this roof to be relocated to the ground adjacent to the pool. This translates into additional ductwork, piping, conduit as well as equipment slab and protective fencing to be installed. The additional cost to move the unit to the ground was not included in the Contract documents and requires additional costs to relocate it.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

Finally, the unit that serves the auditorium had an extensive lead time and did not arrive to the contractor until December of 2024. The extensive lead time of this unit was known throughout construction. The location of this unit within Fan Room #1 would have blocked access to install the other units until after this unit was in place. To avoid installing the other available units after this long lead time unit was in place, and to provide conditioned air in other portions of the school, we directed the Contractor to install all other units. Now, the only means to install the final unit is to cut open a portion of the fan room roof and drop it in; this is a significantly more intensive operation compared to installing through the existing louver that was the specified means of access for installation. It requires additional demolition and renovation, however, it allows most of the school to obtain conditioned air in a much more expeditious manner.

All these issues incur additional costs for the Contractor than was requested in the RFP. The existing owner-controlled contingency on this contract was only 2% of the total contract amount. This is significantly less than other similar HVAC renovation/upgrade projects. We are requesting to increase the owner-controlled contingency by $250,000.00 to pay for these unforeseen conditions. This would increase the owner-controlled contingency to 6% of the contract value, which is much more consistent with other similarly owner-controlled contingencies on other projects. Please see below the breakdown of the different issues outlined in this request along with the backup attached. This additional owner-controlled contingency would be funded through local Capital funds; not ARPA/ESSER funds.

Item	**Value**	
Relocating Pool Dehumidification Unit to the Ground	$	225,246.00
Auditorium Unit Roof Patching	$	51,454.00
Engineered Solutions for Masonry Wall and Pool	$	9,767.00
Shoring for Fan Room #2	$	10,915.00
Masonry Repair for Fan Room #2	$	47,516.00
TOTAL	**$**	**344,898.00**
Existing Owner-Controlled Contingency	$	115,000.00
Required Additional Contingency	**$**	**229,898.00**

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

Cc: KBE Building Corporation, Mike Konopka

FINAL JPY 1.21.25

AMENDMENT NUMBER TWO
to
Construction Contract
for
HVAC Replacement
at
John F. Kennedy High School
between
City of Waterbury
and
Ferguson Mechanical Company, Inc.

THIS AMENDEMENT NUMBER 2, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **FERGUSON MECHANICAL COMPANY, INC.**, located at 112 Northwest Drive, Plainville, Connecticut 06062, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the parties executed an Agreement (the "Agreement"), effective February 6, 2024 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7858** for HVAC replacement at John F. Kennedy High School (the "Project");

WHEREAS pursuant to Amendment Number One, effective December 24, 2024, the parties amended the Agreement to extend the Project's Contract Time for Substantial Completion through and including May 1, 2025, and Final Completion through and including June 1, 2025; and

WHEREAS the parties have determined that an increase of $250,000 to the Owner Controlled Contingency is appropriate because of additional extra-contractual costs and expenses at the Project arising out of, inter alia, structural insufficiencies requiring relocation of the school's pool's dehumidification unit.

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

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.

2. The Parties agree to amend the Agreement by this Amendment Number 2 to increase the Owner Controlled Contingency and associated Total Contract Amount as defined therein.

3. **Section 6 Compensation** shall be amended such that **Section 6.1. Fee Schedule**, including **Section 6.1.1**, is deleted and replaced with the following new **Section 6.1** (inclusive of new **Section 6.1.1**), which shall now provide as follows:

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **SIX MILLION ONE HUNDRED TWELVE THOUSAND DOLLARS ($6,112,000)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. $5,747,000 (base payment); and
ii. $365,000 - Owner Controlled Contingency As Governed By Section 6.1.1 Below.

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

4. Other than as provided above, all other terms, conditions and provisions of the Agreement and Amendment 1 shall remain in full force and effect and binding upon the parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 2 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date:_____

WITNESSES:

_____

_____

FERGUSON MECHANICAL COMPANY, INC.

By:_____
Ryan Ferguson, President.

Date: 1/29/25

WATERBURY
PUBLIC SCHOOLS

#7

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: February 3, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer

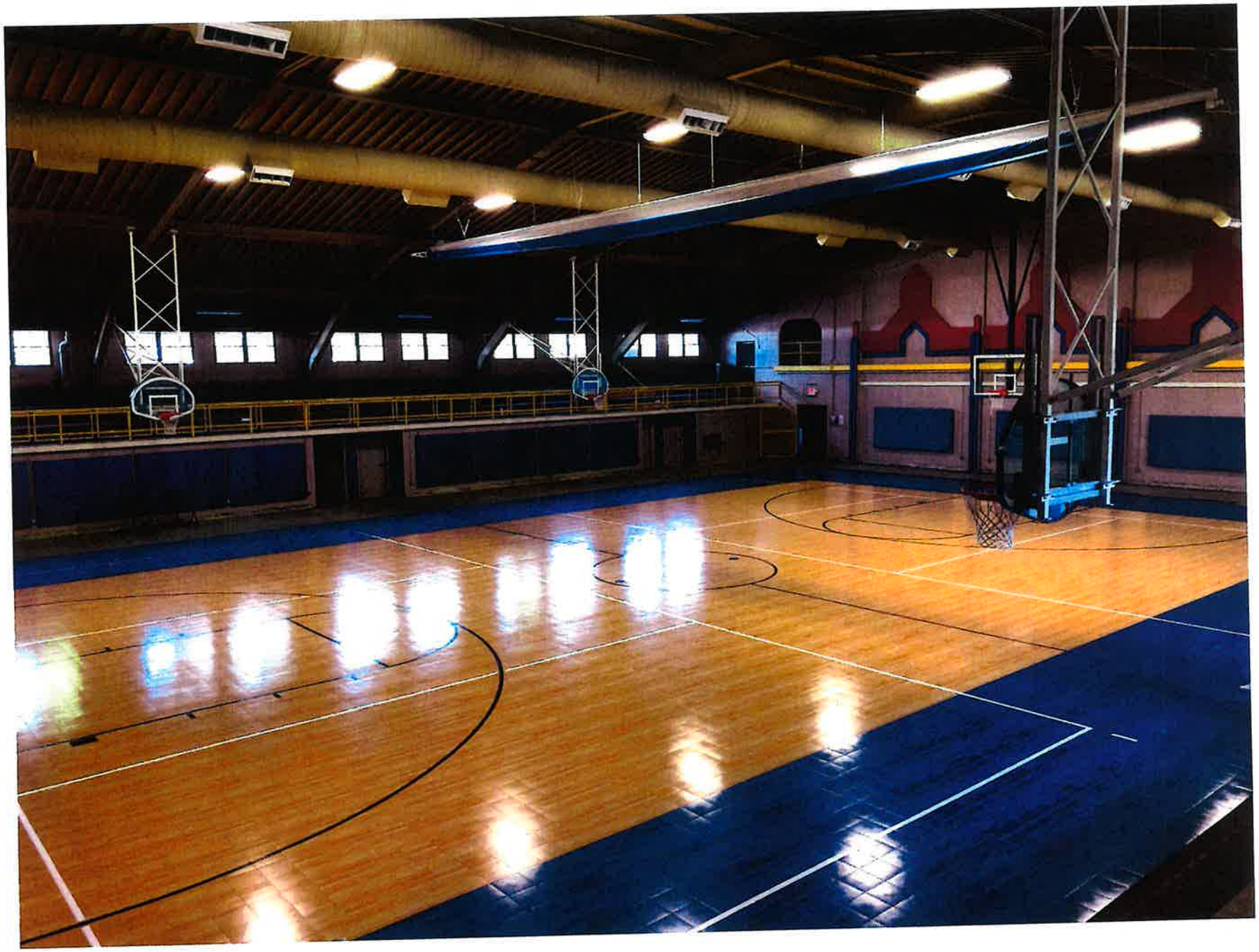
RE: Construction Contract for Gymnasium Floor Replacement at Tinker Elementary School with Union Flooring Installations, LLC

The Education Department respectfully requests your review and approval of a construction contract for gymnasium floor replacement at Tinker Elementary School in an amount not to exceed $121,794.75 ($115,995 Base and $5,799.75 Owner Controlled Contingency) with Union Flooring Installations, LLC. The project includes removing the existing rubberized surface and underlayment, removing and saving bleachers for installation later without mounting to the new floor, removing old plywood and leveling/repairing/stabilizing the underfloor if necessary, installing a rubber underlayment for shock absorption and new polypropylene light maple wood look finish floor with deep blue maple court border, including painted lines for basketball, volleyball and pickleball and cove base.

The contract was initiated under RFP#8322; multiple vendors went to the walk-through, but only one response was received from Union Flooring Installations, LLC. The Purchasing Department negotiated pricing, but the original bid pricing remains. Union Flooring has done satisfactory work for the department in the past. Funding will be procured from the capital budget. All work and services are scheduled to be substantially completed in 45 days and final completion in 60 days from the start of the contract.

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

c: Mike Konopka, School Inspector



Construction Contract
for
Gymnasium Floor Replacement
at
B.W. Tinker Elementary School
between
City of Waterbury
and
Union Flooring Installations, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **UNION FLOORING INSTALLATIONS, LLC**, located at 40 Callender Road, Watertown, Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8322** for gymnasium floor replacement at B.W. Tinker Elementary School in Waterbury, Connecticut (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8322**; and

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

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

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

1.1. The Project consists of the installation of new gymnasium flooring at B.W. Tinker School, all of which is more particularly detailed and described in the Bid Documents in **Attachment A**, which are hereby made material provisions of this Contract along with the other attachments, if any (e.g. **Attachment B**), referenced herein. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8322** (incorporated by reference);
1.1.2 Addendum 1 to **RFP No. 8322** (incorporated by reference);

1.1.3 Contractor's Price Proposal (revised), dated January 23, 2025, consisting of two pages and of which Alternate 3 was accepted and awarded (attached hereto);

1.1.4 Contractor's Response with associated attachments to **RFP No. 8322** (incorporated by reference);

1.1.5 City of Waterbury, **RFP No. 8322**, **Attachment G**, which more particularly sets forth the "Scope of Services" (also referred to as "Technical Specifications") (incorporated by reference);

1.1.6 State of Connecticut's Prevailing Wage Schedule, November 22, 2024, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);

1.1.7 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);

1.1.8 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);

1.1.9 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);

1.1.10 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.11 All applicable Federal, State and local statutes, regulations charter and ordinances; and

1.1.12 All applicable permits and licenses (incorporated by reference).

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

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;

1.2.2 Contract Amendment(s) and Change Orders;

1.2.3 This Contract;

1.2.4 Addendums to **RFP No. 8322**;

1.2.5 **RFP No. 8322** including, but not limited to **Attachment G**;

1.2.6 Contractor's Price Proposal (revised) – Alternate 3 was accepted and awarded; and

1.2.7 Contractor's Response.

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

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8322** (collectively, the "Bid Documents");

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

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

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

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

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

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

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

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

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

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

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

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without

the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

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

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

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

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

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

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

3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of

Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

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

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

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **forty-five (45) consecutive calendar days** of the City's issuance of a written Notice to Proceed and shall reach Final Completion within **sixty (60) consecutive calendar days** of the City's issuance of a written Notice to Proceed. Contractor shall not commence work until the City issues a written Notice to Proceed ("Contract Time").

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

5.2. Delay Damages

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

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

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

5.3. No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including,

without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED NINETY-FOUR AND 75/100 DOLLARS ($121,794.75)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. $115,995 (base payment); and
ii. $5,799.75 in Owner Controlled Contingency as governed by **Section 6.1.1** below.

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

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

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 8322** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

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

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful,

intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

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

11. Contractor's Insurance.

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

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

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

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

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

11.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage

for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

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

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

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

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

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

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

certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of

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

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

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

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

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

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

13.3. Contractor Corrective Action.

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

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

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

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

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

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

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

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

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

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

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

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

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

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

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly Funded Construction Projects" (the "Good Jobs

Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance, and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed

by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance. The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business days prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2. Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, because of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Place Holder.

16. Termination.

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

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

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

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the

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

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

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

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

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer

all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

personal interest, direct or indirect, in this Contract.

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

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

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

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

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

27. Changes in the Project: Change Orders.

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

forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8322** and **(ii)** the Contractor's Bid response to **RFP No. 8322**. Said historical documents are attached hereto as part of **Attachment A.**

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

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

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

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

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

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

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

Contractor:	Union Flooring Installations, LLC 40 Callender Road Watertown, CT 06795
City:	City of Waterbury Corporation Counsel's Office Third Floor 235 Grand Street Waterbury, CT 06702

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

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.19. Using Agency: The Waterbury Department of Education.

SIGNATURE PAGE FOLLOWS

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

WITNESSES:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESSES:

_____

_____

UNION INSTALLATIONS FLOORING, LLC

By:_____
J.R. Laliberte, Duly Authorized

Date: _____

ATTACHMENT A

1. City's **RFP No. 8322** (incorporated by reference);
2. Addendum 1 to **RFP No. 8322** (attached hereto);
3. Contractor's Price Proposal (revised), dated January 23, 2025, consisting of two pages (attached hereto);
4. Contractor's Response with associated attachments to **RFP No. 8322** (incorporated by reference);
5. City of Waterbury, **RFP No. 8322**, **Attachment G**, which more particularly sets forth the "Scope of Services" (also referred to as "Technical Specifications") (incorporated by reference);
6. State of Connecticut's Prevailing Wage Schedule, November 22, 2024, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
7. Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
8. Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
9. Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
10. All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
11. All applicable Federal, State and local statutes, regulations charter and ordinances; and
12. All applicable permits and licenses (incorporated by reference).

ATTACHMENT B

#8

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, February 6, 2025**
BOARD MEETING: **Thursday, February 20, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
L. Ferrari	Career Academy café: Tues., March 18th 5:00-8:00 pm (College Planning Night)
D. Bakewell	Maloney café: Thurs., Feb. 20th 5:00 – 8:00 pm (Book Bingo)
K. Siena	Rotella café: Tues., Feb. 11th - Tues., Feb. 25th 8:15 – 3:00 pm (Support Training)
C. Machol	WAMS atrium: Thurs., Feb. 6th 5:45 – 8:00 pm (Open Mic Night)
V. Munoz	Crosby aud.: Wed., May 7th 7:30am – 6:00pm (Rehearsal) Crosby aud.: Thurs., May 8th 7L)90am-2:30pm (Concert)
M. Waters	Kennedy rm. 107: Mondays 2/24 thru 5/12/25 4::00pm to 9:05pm (SCSU Adjunct professors cohort for 092 Courses)
B. Nightingale	Wallace café: Wednesday, April 23rd 5:00 – 7:00 pm (middle school Art Show)
D. Eason	W. Cross gym: Saturday, Feb. 22nd 10:00am – 4:00pm (Bridge to Success Pop Up Food Pantry Event)
D. Eason	W. Cross café: Wednesday, April 2nd 4:30-8:00 pm (Boost Family STEAM Night)
D. Eason	W. Cross gym: Jan. 20th to April 18th Wednesdays & Fridays 3 – 5 pm (Boost basketball program)
L. Maldonado	Enlightenment café: Monday, April 21st 5:00 – 6:30 pm (Literacy book Bingo)
D. Bakewell	Maloney café & library: Thursday, Feb. 6th 5:30 – 6:30 pm (Leader In Me parent session)
H. Sam	Kingsbury gym: Thursday, Feb. 13th 5:00 – 6:30 pm (Winter Dance)

M. Vagnini	WAMS atrium: Thursday, Feb. 13th 4:00 – 7:00 pm (Valentine Coffee House)
J. O'Toole	Career Academy café: Friday, Feb. 21st 4:00 – 8:00 pm (Softball Pasta dinner)
T. Afable	Gilmartin café: Saturday, March 22nd 9:00am – 4:00pm (Pop Up Food Pantry)
T. Afable	Gilmartin café, gym: Friday, March 28th 4:30 – 8:30 pm (PTO spring event for family engagement)
M. Rocco	W. Cross gym: Friday, February 28th 4:00 – 7:00 pm (Black History Walk)
D. Bakewell	Maloney café: Thurs. April 3rd 5:00 – 7:00 pm (Family Math Night)
Dept. of Transportation J. Burns	Kennedy café: Thurs., March 27th 2:30-7:30 pm (public information meeting/New Mix Project) Maloney café: Wednesday, April 2nd 4:00 – 8:30 pm (public information meeting/New Mix Project)
M. Harris	Career Academy: Saturdays Feb. 1, 8, 15, 22 9:00am – 2:00pm (Robotics Practice)
R. Pastore J. Francescino	Career Academy Cafe: Tues., April 29th 2:00-4:00pm and Wed., April 30th 6:00-9:00 pm (Talent Show)
A Simms	Bucks Hill gym & café: Saturday, March 15th 10am – 3pm (Sock Hop)
D. LeBlanc	WAMS rm. 102: Thursday, Feb. 13th 5:30 – 7:30 pm National Arts Honor Society Family Paint Night
N. French-Graham	International School gym: Wednesday, March 5th 4:00-8:00 pm (STEAM Night)

Cook

SCHOOL PERSONNEL USE ONLY

DATE: 1/23/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Career Academy

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Tuesday, March 18, 2025

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

FOR THE FOLLOWING PURPOSES:

College - Planning Night - event for 11th grade students and their families

Lindsay Ferrari
APPLICANT

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

Fax 8032

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/23/25

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakewell

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Feb. 20th 2025

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

FOR THE FOLLOWING PURPOSES:

Book Bingo.

Diane Bakewell
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/22/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Kaitlyn Siena, Special Education Supervisor

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

NAME OF SCHOOL REQUESTED: Rotella School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ★ Café/Rooms

DATES REQUESTED: 2/11/2025 & 2/25/2025

FROM: 8:15 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Support Training

Kaitlyn Siena
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/22/2025

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Cynthia Machol

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Atrium ~~Café/Rooms~~

DATES REQUESTED: 2/6/2025

FROM: 5:45 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Open Mic Night -
Sound system, 3 microphones, podium

Cynthia Machol
APPLICANT

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

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Date change from 1/23

Yoork

SCHOOL PERSONNEL USE ONLY

DATE:
____11/15/25_____

TO: SCHOOL BUSINESS OFFICE

FROM: _____Victoria Munoz_____

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

NAME OF SCHOOL REQUESTED: _____Crosby High School_____

X☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Wed May 7 Rehearsal 7:30AM - 2pm

DATES REQUESTED: ____Thursday, May 8, 2025____Concert_____

FROM: _7:00am_____ am/pm TO: _2:30pm_____ am/pm

FOR THE FOLLOWING PURPOSES:

___ Guitar Concert School Event During the School day. We will need the day for set up and dress rehearsal. (Students in these classes are having difficulty attending an evening concert and finding transportation. We're hoping this will be an easier option for them.)_The Concert itself will take place 12:30-1:30pm_____

_(The Chorus concert will be on the original date of May1st, previously requested)_____
_____

_____

Victoria Munoz_____
APPLICANT

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Book

SCHOOL PERSONNEL USE ONLY

DATE: January 16, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Carli Carpentieri & Marissa Waters (Talent & Professional Development Supervisors) Human Capital Department

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

NAME OF SCHOOL REQUESTED: Kennedy High School (Room 107)

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Mondays (2/24/25, 3/3/25, 3/17/25, 4/7/25, 4/21/25, 4/28/25, 5/5/25, 5/12/25)

FROM: 4:00pm **TO**: 9:05pm

FOR THE FOLLOWING PURPOSES:

SCSU Adjunct professors will be delivering instruction to a cohort of WPS staff who are taking 092 (Educational Leadership) courses.

Marissa Waters

APPLICANT

.....

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

Look

SCHOOL PERSONNEL USE ONLY

DATE: 1/13/25

TO: SCHOOL BUSINESS OFFICE

FROM: Wallace Middle school Art Department

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

NAME OF SCHOOL REQUESTED: Wallace Middle school

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 4/23/25

FROM: 5 am (pm) TO: 7 am (pm)

FOR THE FOLLOWING PURPOSES:

Art show for Wallace Middle school

Brenda Nightingale
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/15/25

TO: SCHOOL BUSINESS OFFICE

FROM: Devan Eason/Margaret Rocco

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

NAME OF SCHOOL REQUESTED: **Wendell Cross Elementary School**

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: **Saturday Feb 22nd**

FROM: **10:00 am** TO: **4:00pm** FOR THE FOLLOWING

PURPOSES:

Bridge to Success Pop Up Food Pantry Event

APPLICANT

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

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Cancel EMAA

SCHOOL PERSONNEL USE ONLY

DATE: 1/15/25

TO: SCHOOL BUSINESS OFFICE

FROM: Devan Eason/ Margaret Rocco

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

NAME OF SCHOOL REQUESTED: **Wendell Cross Elementary School**

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Wednesday April 2nd

FROM: **4:30pm** TO: **8:00pm** FOR THE FOLLOWING

PURPOSES:

BOOST Family STEAM Night

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/15/25

TO: SCHOOL BUSINESS OFFICE

FROM: Devan Eason/ Margaret Rocco_

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

NAME OF SCHOOL REQUESTED: **Wendell Cross Elementary School**

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: **Every Wednesday and Friday from January 20th April 18th** _

FROM: **3:00pm** TO: **5:00pm** FOR THE FOLLOWING

PURPOSES:

_____

BOOST! Basketball Program will be practicing in the gym on _____

_____

_____
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: January 15th, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Ms. Lorenzo Maldonado

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

NAME OF SCHOOL REQUESTED: Enlightenment Alt. Program

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: April 21st, 2025 (Literacy Book Bingo)

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

FOR THE FOLLOWING PURPOSES:

This event encourages parents and caregivers to actively participate in their children's education. Creating a supportive community for growth and development.

Ms. Lorenzo Maldonado
APPLICANT

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

1400 K

SCHOOL PERSONNEL USE ONLY

DATE: 1-15-25

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakwell

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café Rooms and library

DATES REQUESTED: Feb. 6, 2025

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

FOR THE FOLLOWING PURPOSES:

Leader in Me- Parent Session

Diane Bakwell
APPLICANT

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

Took

SCHOOL PERSONNEL USE ONLY

DATE: 1/14/25

TO: SCHOOL BUSINESS OFFICE

FROM: Hannah Sam

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

NAME OF SCHOOL REQUESTED: Kingsbury School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Thursday, 2/13/25

FROM: 5:00 am/(pm) TO: 6:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Winter Dance

Hannah Sam
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: Jan. 10, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - M Vagnini

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

NAME OF SCHOOL REQUESTED: WAMS

☐ **Auditorium** ☐ **Gymnasium** ☐ **Swimming Pool** ☑ **Café/Rooms** ATRIUM

DATES REQUESTED: Thurs Feb 13

FROM: 4 ~~PM~~ **am/pm** **TO:** 7 **am/pm**

FOR THE FOLLOWING PURPOSES:

Tri M Valentine Coffee House

APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/3

TO: SCHOOL BUSINESS OFFICE

FROM: John Ozoa

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 2/21

FROM: 4 am/(pm) TO: 8 am/(pm)

FOR THE FOLLOWING PURPOSES:

Softball Pasta dinner

APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/13/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Jaylor Afable - Gilmartin Elementary School BOOST! Community School Coordinator

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

NAME OF SCHOOL REQUESTED: Gilmartin Elementary School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Saturday, March 22nd 2025

FROM: 9:00 (am/pm) TO: 4:00 (am/pm)

FOR THE FOLLOWING PURPOSES:

Pop-up food pantry with BTS + The Gathering Place Cafeteria req

Jaylor Afable
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/15/25

TO: SCHOOL BUSINESS OFFICE

FROM: Taylor Afable - Gilmartin Elementary School BOOST! Community School Coordinator

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

NAME OF SCHOOL REQUESTED: Gilmartin Elementary School

☑ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Friday, March 28th, 2025

FROM: 4:30 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

Gilmartin PTO Spring event for family engagement
4:30pm - 6pm Set up
6pm - 8pm Event
8pm - 8:30pm Clean up

Taylor Afable
APPLICANT

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

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Cancel Catholic Academy

Grade

SCHOOL PERSONNEL USE ONLY

DATE: 1/23/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ■ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library

DATES REQUESTED: Friday, 2/28/25

FOR THE FOLLOWING PURPOSES:

Black History Walk Through 4-7:00 (Event from 5-6:15)

Maragaret Rocco
APPLICANT

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

Cancel EM

SCHOOL PERSONNEL USE ONLY

DATE: 1-24-25

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakewell

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Cafe/Rooms

DATES REQUESTED: Thursday, April 3, 2025

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

FOR THE FOLLOWING PURPOSES:

Family Math Night

Diane Bakewell
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/30/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Jennifer Burns - HNTB Corporation

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

NAME OF SCHOOL REQUESTED: JFK High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 3/27/25

FROM: 2:30 am (pm) TO: 7:30 am (pm)

FOR THE FOLLOWING PURPOSES:

New Mix project public information meeting. Public hours 4:30 pm - 6:30 pm.

JFK High School (cafeteria)
Equipment needed:
- at least 3 rolling TVs
- at least 11 tables
- at least 30 chairs

Jennifer Burns
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 1/30/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Jennifer Burns - HNTB Corporation

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

NAME OF SCHOOL REQUESTED: Maloney Elementary School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 4/2/25

FROM: ~~3:30~~ 4:00 am (pm) TO: 8:30 am (pm)

FOR THE FOLLOWING PURPOSES:

New Mix project public information meeting. Public hours 5:30 pm - 7:30 pm.

Maloney Elementary School (auditorium CAFE **room with projector)**
Equipment needed:
- at least 2 rolling TVs
- at least 11 tables
- at least 30 chairs

Jennifer Burns
APPLICANT

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

Took

SCHOOL PERSONNEL USE ONLY

DATE: 1.30.25

TO: SCHOOL BUSINESS OFFICE

FROM: WCA - Mike Harris

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms Room - 113

DATES REQUESTED: 2/1, 2/8, 2/15, 2/22

FROM: 9:00 (am)/pm TO: 2:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Robotics Practice - Sorry for the late notice: I had no computer access on Tuesday: I was out of work yesterday.

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/30/25

TO: SCHOOL BUSINESS OFFICE

FROM: Rich Pastore / Jen Franceskino

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: April 29, 2025 and April 30, 2025

FROM: _____ am/pm TO: _____ am/pm

April 29 (2-4) April 30 (6-9)

FOR THE FOLLOWING PURPOSES:

Talent show

Jennifer Maneiro
APPLICANT

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

York

SCHOOL PERSONNEL USE ONLY

DATE: January 29, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Bucks Hill Preschool

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

NAME OF SCHOOL REQUESTED: Bucks Hill Elementary

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Saturday, March 15th

FROM: 10 am/pm TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

Sock Hop - All Inclusive Event

Amy Simms

APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: 12/20/24

TO: SCHOOL BUSINESS OFFICE

FROM: Danielle LeBlanc

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms 102

DATES REQUESTED: 2/13/25

FROM: 530pm am/(pm) TO: 7:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

National Arts Honor Society
Family Paint Night

APPLICANT

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

Took

SCHOOL PERSONNEL USE ONLY

DATE: 2/3/25

TO: SCHOOL BUSINESS OFFICE

FROM: Nadia French-Graham
Boost! Site Coordimator

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

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

☐ Auditorium ■ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 3/5/25

FROM: 4:00 PM am/pm TO: 8:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

On march 5th, STEAM Night will feature engaging activities and presentations focused on Science, Technology, Engineering, Arts, and Math (STEAM). Food will be served from 5:30-6:00 PM, and the activities and presentations will run from 6:00-7:30 PM. Cleanup will take place immediately following the event.

APPLICANT

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

#9

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, February 6, 2025**
BOARD MEETING: **Thursday, February 20, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
Yeshiva Boys Choir Elisha Freedman	Rotella aud.: Sunday, Feb. 16th 1:00 – 5:00 pm (Choir performance)

REQUESTING WAIVERS:

Waterbury Patriots Cheerleaders M. Ricci	Hopeville gym: Saturdays 2/1/25 – 5/5/25 10am – 1pm (Cheer practice)	($1,680.)
Waterbury Ballers T. Lott	Generali gym: Sunday, February 9th 12:00pm – 5:00pm (basketball program)	($252.)
Para Conn Charles F. Rosenay	Crosby gym: July 12th 9am-5pm & July 13th 10am-5pm (Paranormal Convention)	($2,142.)
K'Tana of Waterbury Y. Karr	Wilby aud.: Sunday, June 15th 9:30am – 3:30pm (Graduation Ceremony)	($882.)
Special Olympics Derrick Ford	Duggan café & gym: Saturday, March 22nd 7:30am – 5:00pm (annual Special Olympics Event)	($1,323.)

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

MONEY COLLECTED TO DATE: **$ 31,441.50**

Mark

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

APPLICANT Elisha Freedman NAME OF ORGANIZATION Waterbury Yeshiva Boys Choir

ADDRESS 60 Stephana Ln, Waterbury, CT 06710 TELEPHONE # 917-533-0758
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES Feb 16th 2025 ROOM(S) Auditorium

OPENING TIME 1:00 CLOSING TIME 5:00 PURPOSE Childrens Choir Performance

ADMISSION (if any) $25 CHARGE TO BE DEVOTED TO Childrens Choir

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 125 CHILDREN 250

SIGNATURE OFAPPLICANT E Fed DATE Jan 28, 2025

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

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____(PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service per CUST

RENTAL FEES: _____

MISCELLANEOUS FEES: IT $55./HR

SECURITY DEPOSIT $ 250 INSURANCE COVERAGE _____YES _____NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

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

APPLICANT Meagan Ricci NAME OF ORGANIZATION Waterbury Patriots

ADDRESS 29 Arch St (street) Waterbury (city) CT (state) 06710 (zip code) TELEPHONE # 203-802-8612

SCHOOL REQUESTED Hopeville DATES 2/1 - 5/5/25 ROOM(S) Gym

OPENING TIME 10 AM CLOSING TIME 1 PM PURPOSE Cheer Practice

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS_____ CHILDREN_____

SIGNATURE OFAPPLICANT Meagan R DATE 1-23-25

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

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (MR) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($1,680)

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $ ✓ INSURANCE COVERAGE ✓ YES_____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: Patriots Cheerleaders

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Hopeville Gym

DATE(S): 2/1 - 5/5/25 Saturday TIMES: 10AM - 1pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1-23-25
Date

Meagan Ricci
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1,680.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

York

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

CONTRACT#

APPLICANT Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06709 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Generali DATES 2-9-25 ROOM(S) Gym

OPENING TIME 12pm CLOSING TIME 5 pm PURPOSE Basketball Program

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OF APPLICANT DATE 1-22-25

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

Terence Loft Sr (203-509-4757), Terence Loft Jr. (203-805-1884)

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($252.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

HERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

EASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

S AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS L BE RIGIDLY ENFORCED.

PROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: Wby Ballers

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: General Gym

DATE(S): Sunday, Feb. 9 TIMES: 12pm - 5pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1-22-25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 252. Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST: _____
Clerk, Board of Education

Book

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

APPLICANT Charles F. Rosenay NAME OF ORGANIZATION ParaConn

ADDRESS 315 Derby Ave. Orange CT 06477 TELEPHONE # 203.641.6505
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby HS DATES July 12-13 ROOM(S) Gymnasium

OPENING TIME 11AM CLOSING TIME 5PM PURPOSE Ct's Paranormal Convention

ADMISSION (if any) TBD CHARGE TO BE DEVOTED TO Promotions/ Advertising

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150-200 CHILDREN 50

SIGNATURE OFAPPLICANT Charles F. Rosenay DATE NOVEMBER 6 2024

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

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service per cust 3($42, 142)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250, INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Sat. 9A-5P
Sun. 10A-5P

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES

WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: CT PARA CONN V

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: CROSBY HIGH SCHOOL GYM

DATE(S): SATURDAY JULY 12 2025 TIMES: EVENT RUNS NOON - 5PM

DATE(S): _____ TIMES: (SET UP IS AT 9AM)

DATE(S): SUNDAY JULY 13 2025 TIMES: EVENT RUNS NOON - 5PM

DATE(S): _____ TIMES: (SET UP IS AT 10AM)

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1/27/25
Date

Charles F. Rosenquist II
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 2,142.00	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST

Book

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

APPLICANT Jerachmiel Kurr NAME OF ORGANIZATION Conservative Kehm of Waterbury

ADDRESS 32 Hillside Ave Waterbury CT 06710 TELEPHONE # 203-528-4147
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 6/15/25 ROOM(S) Auditorium

OPENING TIME 9:30 CLOSING TIME 3:30 PURPOSE Graduation

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 CHILDREN 100

SIGNATURE OFAPPLICANT [signature] DATE 11/15/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Jerachmiel Kurr 32 Hillside Ave Waterbury CT 06710 203-528-4147

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. JK (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR. SERVICE per cust ($882.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: Congregation Ktzn of Waterbury

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Auditorium

DATE(S): 6/15/25 TIMES: 9:30-3:30

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES _____

DATE(S): _____ TIMES: _____

11/27/25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived

$ _____ Building Usage Fees

$ 882. Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST _____
Clerk, Board of Education

Book

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

APPLICANT Derrick Ford NAME OF ORGANIZATION Special Olympics

ADDRESS 2666 State St. Hamden CT 06517 TELEPHONE # 203 230 1201 EXT 272
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan M.S. DATES March 22, 2025 ROOM(S) Gym + Cafe

OPENING TIME 7:30 am CLOSING TIME 5:00 pm PURPOSE Basketball Tournament

ADMISSION (if any) NONE CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN

SIGNATURE OFAPPLICANT Derrick Ford DATE 11-26-2024

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

Same as above

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. (3) $1,323.-

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Special Olympics

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Duggan Middle

DATE(S): March 22, 2025 TIMES:

DATE(S): March 23, 2025 (Rain/Snow Date) TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

DATE(S): TIMES:

11-[illegible]-2025
Date

Derrick Fer
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1,323.- Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____.

ATTEST _____
Clerk, Board of Education



COMMUNICATIONS



January 15, 2025 through
February 4, 2025

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 14, 2025

Jennifer Torres
143 Bamford Ave.
Waterbury, CT 06708

Dear Ms. Torres:

Your name is being certified to the Department of Education for the position of Administrative Associate I @ West Side Middle School (Req. #20240349) at $19.09 per hour.

Your official start date in this position will be January 30, 2025.

Please contact Peter McCasland, Principal @ West Side Middle School at (203) 574-8120 with any questions you may have in regards to this position.

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

Your new probationary period in accordance with your applicable contract will be 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Peter McCasland, Principal @ WSMS
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 14, 2025

Jessica Bettencourt
51 North St.
Wolcott, CT 06716

Dear Ms. Bettencourt:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I @ Crosby High School (Req. #20250341) at $17.54 per hour. Please contact Michael Veronneau, Principal @ Crosby High School at (203) 574-8060 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be January 23, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, January 30, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Darren Schwartz, Interim Supt of Schools
Michael Veronneau, Princ @ Crosby High Schl
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 14, 2025

Koreen Sumpter
2 North Main St., Apt. 9i
Waterbury, CT 06702

Dear Ms. Sumpter:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240722) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be January 23, 2205 at your regular scheduled time.

We have scheduled your orientation for Thursday, January 30, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 17, 2025

Carlos Morales
200 Kendall Circle
Waterbury, CT 06708

Dear Mr. Morales:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20250069) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be January 23, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, January 30, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 21, 2025

Renee Bascetta
857 Highland Ave.
Waterbury, CT 06708

Dear Ms. Bascetta:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20250065) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 30, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 31, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 22, 2025

James Punter
167 Rodney St.
Waterbury, CT 06705

Dear Mr. Punter:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20250113) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, January 30, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 31, 2205 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 23, 2025

Kaitlynn Vega
238 Knollwood Circle
Waterbury, CT 06704

Dear Ms. Vega:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240725) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, February 13, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be February 14, 2205 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 27, 2025

Joana Rivera
37 Plank Rd.
Waterbury, CT 06705

Dear Ms. Rivera:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20240131) at $20.76 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 30, 3035 at 9:00 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be January 31, 2025 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 28, 2025

Shaiana Rosario
911 Cooke St., Fl. 2
Waterbury, CT 06704

Dear Ms. Rosario:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240724) at $17.48 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be February 6, 2205 at your regular scheduled time.

We have scheduled your orientation for Thursday, February 13, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist
NW/sd

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