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: December 2, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, December 4, 2025,
Wendell Cross School

The Committees of the Board of Education will meet on Thursday, December 4, 2025, 5:30 p.m., Wendell Cross School, 1255 Hamilton 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/uCXtSw3KnFY

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Donna Cullen

PUBLIC SPEAKING

1. *Committee of the Whole/5 minutes* ~ Request approval of a Project Authorization Letter (PAL) to allow WDC to manage/administer School Rooftop Solar Photovoltaic Projects at Five (5) Waterbury Public Schools Scope of Services – Jim Nardozzi/WDC, Ron Cassella/WDC.

2. *Committee of the Whole/10 minutes* ~ Discussion: Transfer of a portion of property located on Pierpont Road to the City of Waterbury for the intended purpose of relocation of Firehouse Five – Jim Nardozzi/WDC.

3. *Committee of the Whole/5 minutes* ~ Request approval of a Temporary Area Taking and Limited Construction Easement State Department of Transportation – N. Albini.

4. *Committee of the Whole/5 minutes* ~ Request approval of the 2026/2027 school year calendar – N. Albini.

5. *Committee of the Whole/10 minutes* ~ Update: State Department of Education Accountability/Smarter Balanced/NGSS/SAT/AP – J. Frenis, J. Mendoza.

6. *Committee of the Whole/5 minutes* ~ Request approval of a Data Access Request Agreement with Connecticut State Department of Education – J. Frenis.

7. *Committee on Curriculum/10 minutes* Request permission be granted to Cynthia Machol, Waterbury Arts Magnet School, and four chaperones to take 40 students to England, United Kingdom from April 8, 2028 through April 15, 2028 – C. Machol/WAMS.

8. *Committee on Finance/ 5 minutes* ~ Request approval of the 2026/2027 Tuition Rate Schedule – W. Johns.

9. *Committee on Finance/ 5 minutes* ~ FYI: October 2025 Monthly Expenditure Report – D. Biolo.

10. *Committee on Finance/ 5 minutes* ~ Request approval of a Construction Contract with All-Electric Construction & Communication, LLC for Design and Build Rooftop Solar Photovoltaic Systems at Five Schools – N. Albini

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

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

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

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

a. Athletic appointments:

Name	*School*	*Position*	*Effective*
Amaya, Darwin	CHS	Assistant Football	09/23/25
Samaroo, David	Intramural	Volleyball Coach	11/24/25

b. Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Effective*
Almodovar, Evelyn	Secretary 2-Fam. Welcome Center	FT	$18.22/hr	UPSEU 69	Clerical Gen. Fund	11/13/25
Bussey, Jennifer	(Certified) Tutor-Maloney Magnet School	PT	$36.00/hr	NON BOE	InterDis Maloney 25-26	11/13/25
Dervishi, Shahie	Classroom Asst-Wilson School	FT	$22.45/hr	UPSEU 68	SEED Grant FY 25-26	11/20/25
Fuller, Diane	(Certified) Tutor-Chase School	PT	$36.00/hr	NON BOE	Title I DW 2	12/4/25
Kontulis-Beaton, Renata	(Certified) Tutor-Gilmartin School	PT	$36.00/hr	Non BOE	Title I DW 2	11/13/25
Nazario, Jasmine	Classroom Assistant Walsh	FT	$16.35/hr	UPSEU 68	SEED Grant FY 25-26	11/20/25
Panora, Hillary	Classroom Assistant-Sprague School	FT	$16.35/hr	UPSEU 68	SEED Grant FY 25-26	11/20/25
Pena, Yadira	Hall Monitor-Kennedy	PT	$16.35/hr	Non BOE	SIG 9 KHS 25-26	12/4/25
Rivera, Mirta	Bi-Lingual Tutor (non certified)-Walsh	PT	$25.00/hr	NonBOE	Title IIA 2527 Title I	11/20/25
Santa, Ninotchka	Classroom Assistant-Kingsbury	FT	$16.35/hr	UPSEU 68	SEED Grant FY 25-26	12/4/25
Santiago, Yudelky	Hall Monitor-Kennedy HS	PT	$16.35/hr	NON BOE	SIG 9 KHS 25-26	12/4/2025
Ugalde, Kevin	Classroom Assistant-Walsh School	FT	$22.45/hr	NON BOE	SEED Grant FY 25-26	11/20/25
Yaixsa Vargas	Behavior Counselor Kennedy (promotion)	FT	$21.72	UPSEU 69	SIG 9 KHS 25-26	1/2/26
Whyte, Brianna	Parent Liaison Bucks Hill Annex position change)	FT	$20.97	UPSEU 69	Priority 25-26	11/10/25

c. 21st Century/SDE appointments:

Name		*Grant*	*School*	*Pol*
Pesce	Margaruite	21st Century	Academic Academy	Sub-Administrator

De Santis	Paula	21st Century	Academic Academy	Teacher
Garcia	Gabriella	21st Century	Academic Academy	Teacher
Marte	Yaquira	21st Century	Bucks Hill	Teacher
Salazar	Ashley	21st Century	Bucks Hill	Teacher
Pesce	Margaruite	21st century	Kingsbury	Sub-Administrator
Pesce	Margaruite	21st Century	Wilson	Sub-Administrator
Signore	Signore	21st Century	Wilson	Teacher

d. Extended School Hours Program appointments:

School	*Last name*	*First Name*	*Assignment*
Reed	Turell	Thomas	Teacher
Reed	Masters	Gail	Teacher
Reed	Whithey	Abigail	Teacher
Reed	Chouinard	Alyssah	Teacher
Reed	Beveridge	Gabrielle	Teacher
Reed	Comstock	Brian	Teacher
Reed	Pagan	Miverva	Clerical

e. New teacher hires:

Name	*School*	*Position*	*Grade level*
Belade, Casey	WAMS	PE/Health	6-12
Bulvanoski, Jodi	Wallace	FCS - Culinary	6-8
D'Eredita, Joshua	Crosby	Special Ed - BDLC	9-12
Herb, Austin	Kennedy	Math	9-12
Robles, Natalie	Walsh	Special Ed	K

f. Resignations:

Name	*Assignment*	*Effective*
Coleman, Patrick	NEMS/Special Ed	12/12/25
Machado, Mary	Rotella/Grade K	11/26/25
McCord, Nicholas	Crosby/ELA	01/05/26
Morea, Marianne	Enlightenment/ELA	12/01/25

ADJOURNMENT

ATTEST: _____

Carrie A. Swain, Clerk
Board of Education

#1

WATERBURY
DEVELOPMENT CORPORATION

Date: November 26, 2025

To: Juanita P. Hernandez
President, Board of Education

Members, Board of Education

Mayor Paul Pernerewski

From: Emily Zao
Project Engineer, WDC

Subject: Project Authorization Letter for the School Rooftop Solar Photovoltaic Projects at Five (5) Waterbury Public Schools

Dear Honorable Members of the Board of Education,

Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the School Rooftop Solar Photovoltaic Projects at Five (5) Waterbury Public Schools pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014.

This Project consists of the management and administration of the School Rooftop Solar Photovoltaic Projects at the following five (5) Waterbury Public Schools: B.W. Tinker Elementary School, M. M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School. The project includes the final design, engineering and construction of approximately 1,026 kilowatts-direct current (kW-dc) of solar photovoltaic panels and associated racking, monitoring, and electrical components on the recently constructed or replaced roofs at the schools listed above.

At this time, the estimated cost for this Project is $2.45 million for the final design, engineering, and construction of solar photovoltaic panels. The funding for this project is provided through the Connecticut Department of Administrative Services (“DAS”) Office of School Construction Grants & Review (“OSCG&R”) and a Federal Inflation Reduction Act Investment Tax Credit (“ITC”) Program.

This PAL will be presented at the December 15, 2025 Board of Aldermen meeting.

Attached please find the Project Authorization Letter.

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

November 26, 2025

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

RE: Project Authorization Letter, School Rooftop Solar Photovoltaic Projects at Five (5) Waterbury Public Schools pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014

Dear Mr. Nardozzi:

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

The Waterbury Development Corporation shall be responsible for the project management services for School Rooftop Solar Photovoltaic Projects at Five (5) Waterbury Public Schools (hereinafter "Project"), as more specifically set forth in Exhibit A, attached hereto and made a part of this PAL. WDC shall commence work on this Project upon the receipt by the City of this PAL signed by WDC along with all necessary documents and insurance coverage as required by the Master Municipal Agreement. WDC shall perform all services set forth herein and as set forth in the Master Municipal Agreement pursuant to Exhibit A.

At this time, the estimated cost for this Project is $2,450,000 for the final design, engineering, and construction of solar photovoltaic panels. Funding for this Project is provided through the Connecticut Department of Administrative Services ("DAS") Office of School Construction Grants & Review ("OSCG&R") and a Federal Inflation Reduction Act Investment Tax Credit ("ITC") Program. All documents and grant agreements related to funding sources are herein incorporated by reference and made a part of this PAL. WDC is hereby given authorization to apply for, on behalf of the City of

Waterbury, additional Federal and/or State funding that may be available to complete this Project.

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

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

WDC is authorized under the Master Municipal Agreement to pursue funding sources, engage in planning, designing, engineering, and supervision of construction for this project. **WDC agrees not enter into a contract until a funding source is identified and approved by the relevant governing bodies.**

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2025.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
School Rooftop Solar Photovoltaic Projects
at Five (5) Waterbury Public Schools
Scope of Services

General Overview

This Project consists of the management and administration of the School Rooftop Solar Photovoltaic Projects at the following five (5) Waterbury Public Schools: B.W. Tinker Elementary School, M. M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School. The project includes the final design, engineering, and construction of approximately 1,026 kilowatts-direct current (kW-dc) of solar photovoltaic panels and associated racking, monitoring, and electrical components on the recently constructed or replaced roofs at the five Waterbury Public Schools listed above. WDC shall be responsible for the overall management, and administration of all Phases related to this Project. In working collaboratively with the City, WDC shall provide all related services to this Project including, not limited to, general administration, professional and technical services, contract management, funding oversight and coordination, scheduling, contracting with all necessary consultants and contractors to perform the services herein.

WDC shall (as applicable to this Project):

1. Work with City staff to create an overall plan for this Project, shepherd this plan through approval process and implement and oversee all activities mandated by this plan;

2. Work with the City's Director of Finance, or his designee, to determine the cash flow needs of this Project;

3. Liaise with stakeholders including the City and the Project's consultants, engineers and contractors regarding various aspects of this Project;

4. Work with the City's Purchasing Department to procure all necessary professional, engineering and/or construction services for this Project;

5. Work with City on the bid/proposal/qualification evaluation process to ensure that all submission requirements are accounted for and that the most qualified/capable respondent is selected;

6. Evaluate submitted value engineering proposals with the City to identify options for obtaining optimum value and otherwise realize maximum value;

7. Attain all requisite approvals, clearances, consultant/contractor documentation, etc. for any/all professional service, engineering and/or construction agreements, contracts, and/or purchase orders and maintain copies of all associated paperwork;

8. Contract, on behalf of the City of Waterbury, with all necessary professionals, engineers and/or contractors for this Project;

9. On behalf of the City of Waterbury, enter into confidentiality, access or other agreements, with or without options to buy, as needed for this Project;

10. Manage the day-to-day activities of this Project on the City's behalf;

11. Oversee/Review the work of consultants, engineers and contractors to ensure compliance with terms and conditions of contracts, agreements, and/or purchase orders and perform all other obligations and responsibilities of the City's Project Manager as delineated in any agreement, contract and/or purchase order that the City and/or WDC may enter into for this Project;

12. Inform/Advise the City about the design, cost/budget, schedule, status, etc. of all work associated with this Project. This will likely include the review, management and administration of the following:

    a. Environmental assessment/abatement/remediation plans (hazardous building material, soil, groundwater, etc.)
    b. Environmental and geotechnical sampling plans and results
    c. Work plans
    d. Health and safety plans
    e. Architectural/Construction plans
    f. Demolition plans
    g. Grading and drainage plans
    h. Structural plans
    i. Zoning regulations
    j. Technical specifications
    k. Work schedules
    l. Agreements/Contracts/Purchase Orders for professional, engineering and construction services

13. Obtain and maintain all closeout documentation (reports, warranties/warranty letters, as-built drawings, etc.);

14. Assist in the preparation and presentation of all materials all materials, forms and reports required on the part of the City;

15. Make presentations to and appear before the Waterbury Board of Aldermen, Waterbury Board of Education and/or other committees or departments, as requested, to provide requested information or to provide status reports, with

supporting documentation, which shall include, but is not limited to, budgetary and accounting information, project schedules and updates; and

16. Pursue additional funding opportunities that may become available that are consistent with and comply with City Ordinances.

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#2

WATERBURY
DEVELOPMENT CORPORATION

TO: The Honorable Board of Education
Dr. Darren Schwartz, Superintendent of Schools

FROM: Dr. James Nardozzi, Executive Director

DATE: 26 November 2025

RE: Proposed Fire Station #5 and Rotella Interdistrict Magnet School

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On 08 October 2025 I appeared before a joint meeting of the Board of Aldermen, Board of Education, and Board of Fire Commissioners and presented Waterbury Development Corporation's (WDC) proposal to construct a new fire station on City owned land located adjacent to the Rotella Interdisctrict Magnet School. As a result of my presentation, this Honorable Board requested two items of supplemental information: 1) a sound study of the siren decibel levels emitted by the Fire Department's apparatus when activated, and 2) confirmation that the State of Connecticut has no claim on the property upon which the proposed Fire House #5 is to be built upon that would subsequently trigger the City to re-pay to the State of Connecticut for the cost of constructing Rotella.

In response to the Board's request, I submit the following information:

- A report titled Rotella Magnet School – Fire Engine Siren Sound Impact Study from Captain Edward S. Partridge
- A memo from Daniel Foster, Esq., Assistant Corporation Counsel titled Rotella School – Fire Station 5

Based upon the information contained in the above items, I respectfully request that this Honorable Board approve the use of the proposed City owned land for the location of the new Fire Station #5. Again, I wish to emphasize that it is the intent of WDC to construct a new playing field, playscape, and basketball court prior to removal of the current facilities, as well as the coordination of any proposed activates on the site to the greatest extent possible with the Education Department.

Tel: (203) 346-2607 • Fax: (203) 346-3910 • 83 Bank Street, 3rd Floor • Waterbury, CT 06702
www.wdconline.org

Rotella Magnet School – Fire Engine Siren Sound Impact Study
Date of Study: October 21–22, 2025
Prepared by: Capt. Edward S. Partridge

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1. Introduction

This report presents the findings of a sound study conducted at Rotella Magnet School 300 Pierpont Road to assess the impact of a fire engine siren operating in close proximity to the school premises. The objective was to evaluate whether the siren's use during emergency response scenarios poses a significant acoustic disruption to the school environment.

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2. Methodology

The study was conducted over two days, October 21 and 22, 2025. Sound levels were measured using a calibrated Toptes TS-501A decibel meter (accuracy: ±1.5 dB; resolution: 0.01 dB). Readings were collected under three different conditions:

- **Unoccupied Building Readings:**
  Conducted at 4:00 PM on October 21, 2025, after school hours. Approximately 40 individuals were estimated to be in the building. Ambient sound levels in most areas were near 40 dB, with some variations due to mechanical systems such as air handlers.
- **Siren Sounding Readings:**
  Conducted at 4:30 PM on October 21, 2025. A fire engine (Engine 4) from the department was operated along Pierpont Road in front of the school, using a Federal Q2B mechanical siren—the loudest siren type currently in use. The siren produced a measured output of 127 dB at a distance of 8 feet from the front of the apparatus. Engine 4 maintained a consistent speed of 30 mph, with the siren engaged from approximately 300 feet before to 75 feet beyond the school property. Measurements were taken from the closest relevant locations within the school, aligned with the engine's direction of travel.
- **Occupied Building Readings:**
  Conducted at 11:00 AM on October 21 and 9:00 AM on October 22, 2025, while the school was fully occupied with over 600 students. Measurements were taken in various active spaces to assess ambient noise during normal operation.

Please refer to **Chart 1** for raw decibel readings and **Chart 2** for comparative percentage changes from unoccupied baseline levels. For each rise of 10 on the decibel scale, percentages are a 100% increase in sound pressure.

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3. Findings

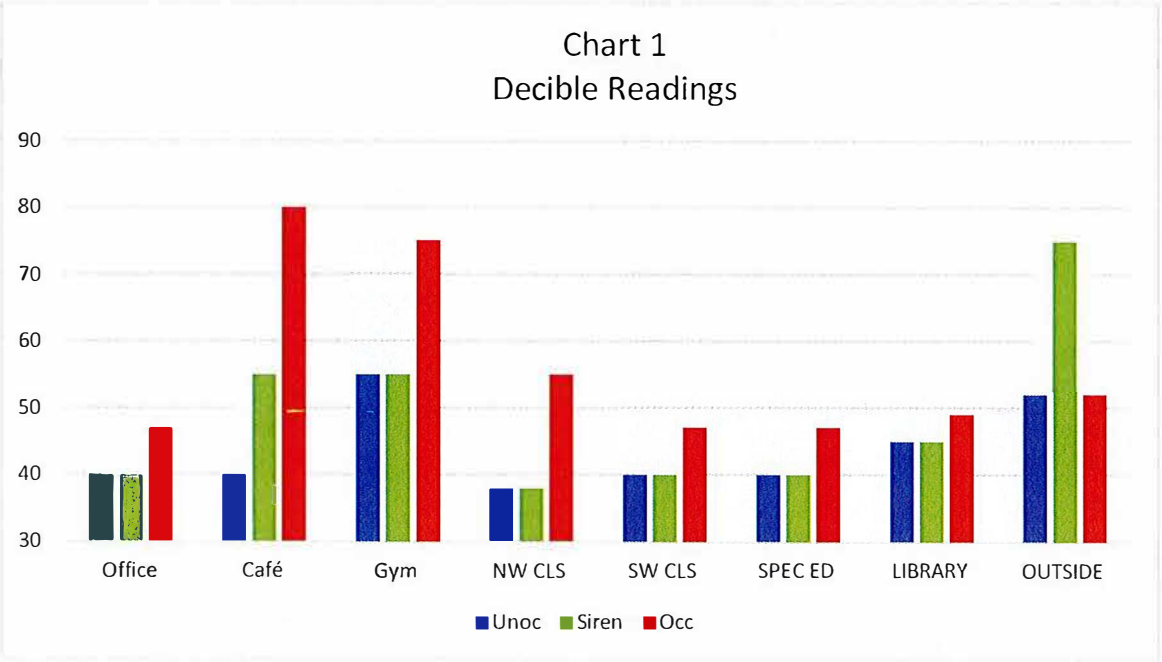
- The fire engine siren was briefly audible within the school; however, in all tested areas, the sound levels recorded during regular school operation (occupied conditions) exceeded those recorded during the siren event.
- Two areas—**the gymnasium** and **cafeteria**—demonstrated significantly higher ambient noise levels during normal use:
    - The cafeteria's sound level during occupancy was approximately **400% higher** than its unoccupied baseline, and **250% higher** than during the siren event.
    - The school's **public address system** reached a peak level of **82 dB**, the highest recorded indoor sound, exceeding unoccupied levels by more than **400%**.
- In all academic classrooms and instructional areas tested, the presence of the fire engine siren **did not register any increase in decibel levels** above normal operational noise.

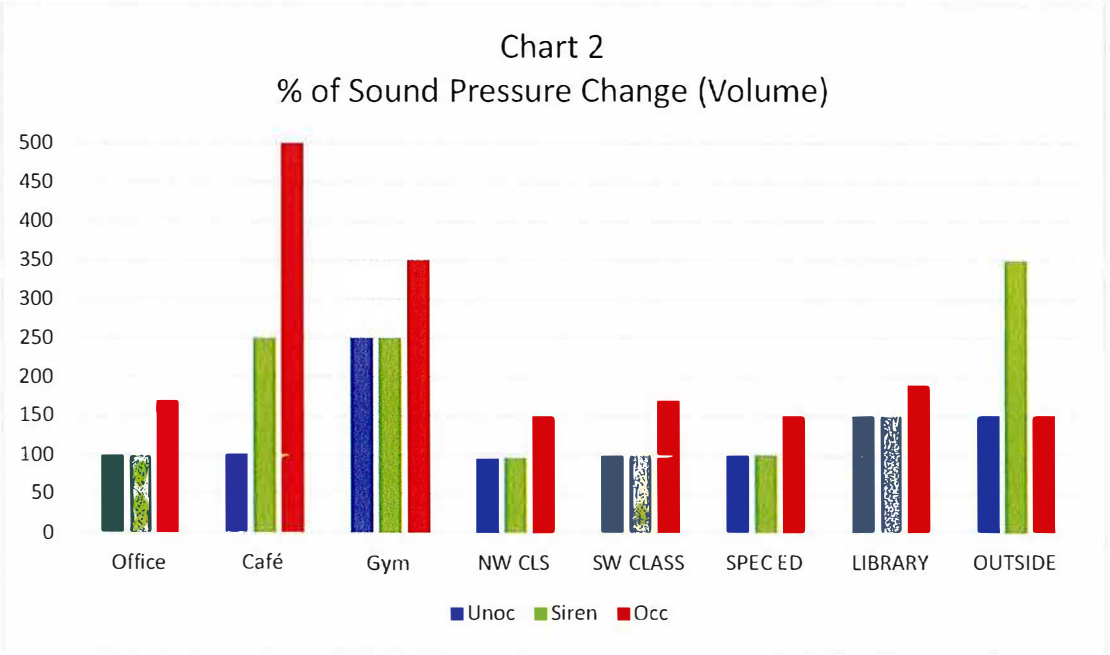
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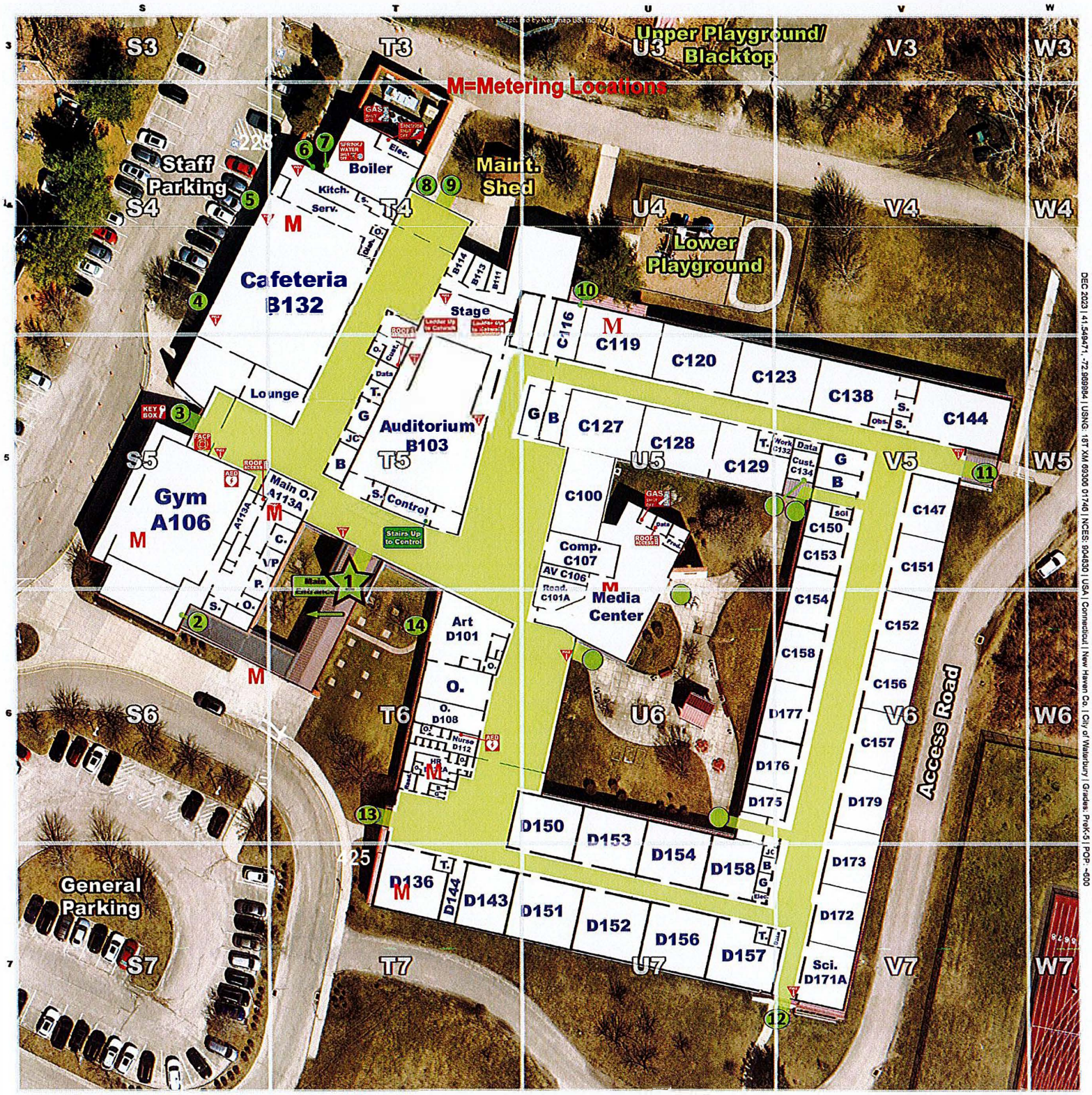
4. Conclusion

Based on the findings, the operation of a fire engine siren near Rotella Magnet School does not present a significant auditory disturbance within the school building. Normal daily activities—including student movement, cafeteria use, and announcements over the PA system—produce higher sustained sound levels than those caused by the siren event.

The data suggests that the current emergency response protocol involving siren use on nearby roadways does not compromise the acoustic environment of the educational spaces within the school.


Chart 1
Decible Readings
90
80
70
60
50
40
30
Office
Café
Gym
NW CLS
SW CLS
SPEC ED
LIBRARY
OUTSIDE
Unoc
Siren
Occ


Chart 2
% of Sound Pressure Change (Volume)
500
450
400
350
300
250
200
150
100
50
0
Office
Café
Gym
NW CLS
SW CLASS
SPEC ED
LIBRARY
OUTSIDE
Unoc
Siren
Occ



DEC 2023 | 41.549471, -72.989984 | USNG: 18T XM 69306 01746 | NCES: 904830 | USA | Connecticut | New Haven Co. | City of Waterbury | Grades: PreK-5 | POP: ~600

CRG

North UP

Version Control # V1.0

40 YARD GRID

Micro

Rotella Interdistrict Magnet School

380 Pierpont Rd, Waterbury, CT 06705

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY
MEMORANDUM

To:	**James Nardozzi, Executive Director, Waterbury Development Corporation**
From:	**Daniel Foster, Assistant Corporation Counsel ad interim**
Cc:	**Angela Juliani, Corporation Counsel**
Date:	**November 25, 2025**
Re:	**Rotella School - Fire Station 5 (our file LND25-008)**

Mr. Nardozzi,

I am writing to summarize our recent discussion concerning the proposed repurposing, for use as a fire station, of a portion of the lot on which Rotella Interdistrict Magnet School is located. This will confirm that the Board of Education does not require permission from the state in order to implement this proposal, nor would that proposed action require repayment of any funds to the state.

This conclusion is based on the following. First, this proposal would not change the use of the school building. If the school building were no longer being used as an interdistrict magnet school facility, Conn. Gen. Stat. § 10-264h (c) would require either that the District reimburse the state for any grant funds provided by the state for purchase or construction of the school or that title would vest in the state. That provision, however, applies only to school buildings, not to athletic fields or other portions of land. Second, the lot in question, which is owned by the City of Waterbury, was not purchased with funds provided by the state. Third, there are no deed restrictions that would prevent repurposing a portion of the lot for use as a fire station. Finally, a thorough search of records has found nothing to suggest that the Board of Education or the City has at any time made any representation that would be inconsistent with repurposing a portion of the lot for a use other than education, including as a fire station.

Please let me know if I can provide anything further on this issue.

#3

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: November 13, 2025

To: Members, Board of Education
Dr. Darren Schwartz, Superintendent
Nicholas Albini, Chief Operating Officer
Michal Konopka, School Inspector

From: Michael LeBlanc, Director of Finance MJL

Subject: Granting of Temporary Area Taking and Limited Construction Easement on City Owned Property – 233 South Elm Street to State of Connecticut Department of Transportation

Kindly give favorable consideration by approving the attached Temporary Area Taking and Limited Construction Easement requested by the State of Connecticut Department of Transportation for consideration of $500.

The temporary area taking is approximately 180± SQ. FT. cornering East Clay Street and South Elm Street. The Department of Transportation will temporarily utilize the area to construction a sidewalk within a limited construction easement of approximately 86± along South Elm Street. Both the taking area and the limited construction area will be restored by grading and seeding. Constructing the sidewalk is a component designed to provide an ADA accessible sidewalk as part of the State's project to remove the I-84 Eastbound Exit 21 off-ramp. Both the temporary taken area and the limited construction easement area would be returned to the City upon completion of the project, unless sooner extinguished by the State.

The Department of Public Works and Department of Engineering are the City's specific using agencies. The Board of Education is being asked to approve the temporary taking area and limited construction easement due to its encumbrance on property where the Maloney Magnet School is located.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Property File No.: **151-340-029**

Owner Name: **City of Waterbury**

Acceptance Agreement

It is understood that you agree to the State's offer in the amount of $500.00. The following shall apply:

- The above award is in full settlement for all real property rights acquired and constitutes a full and final payment for any and all loss of value caused by this acquisition. *Construction Easements only – Should the use of the area exceed the intended timeframe, you may be eligible for additional compensation. You must notify this office in writing to begin the formal review process.
- This acquisition is in accordance with C.G.S. Sec.13a-73(c), 13a-98e, 13b-36(a) & 13a-79; as applicable.
- This agreement is subject to final approval(s) in accordance with C.G.S. Sec. 13a-73(h)
- Pending the delivery of good and sufficient title, an Immediate Right of Entry is hereby granted to the State of Connecticut, and/or its agents to proceed with the construction of the subject project.
- Payment(s) will be made by check issued from the Treasurer of the State of Connecticut to the property owner and/or mortgagee (if applicable) at the time of closing.
- The owner agrees to assist in the securing of good and sufficient title and agrees to convey the same by instrument prepared by the Department.

Owner's Legal Signature	Date	Owner's Legal Signature	Date
Christina L. Smith, Principal Property Agent	Date	State Properties Review Board	Date

FOR INTERNAL USE ONLY

Invoice Date: _____ **Invoice #:** _____ **CORE P.O. #:** _____ **CORE Receipt #:** _____

Payee: (Name & Address)

City of Waterbury
235 Grand Street
Waterbury, CT 06702

Payee's FEIN/SSN:

Invoice Amount: $500.00

Property Location: 233 South Elm Street, Waterbury, CT 06706

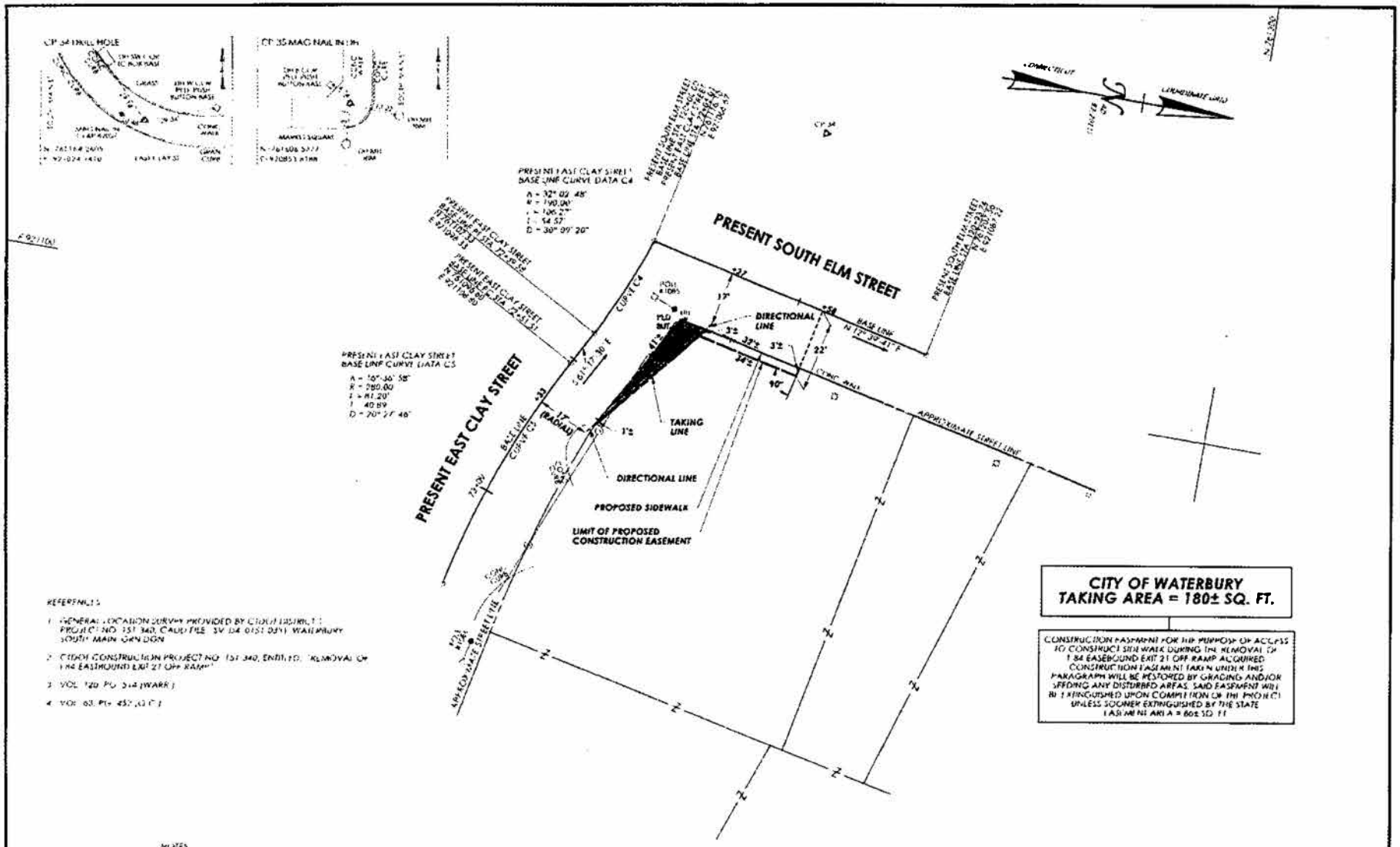
Coded By: ____ **Reviewed By:** ____ **Date:** _____

FUND	SID	Dept ID	Project No. DOTXXXXXXXXRW	Activity	Source Type	Account	Parcel No.	Detail Amount
12062	22108	DOT57125	DOT01510340RW	RW0000	RW201	55470	029	$500.00

RECEIVED CHECK NO. _____ **DATE** _____

IN THE AMOUNT OF $ _____

IN PAYMENT OF ABOVE. **BY** _____


CP 34 DRILL HOLE
CP 35 MAG NAIL IN BM
PRESENT EAST CLAY STREET
BASE LINE CURVE DATA C4
Δ = 32° 02' 48"
R = 190.00'
L = 106.22'
T = 54.57'
D = 30° 09' 20"
PRESENT SOUTH ELM STREET
DIRECTIONAL LINE
BASE LINE
N 13° 39' 41" E
PRESENT EAST CLAY STREET
BASE LINE CURVE C5
Δ = 16° 36' 58"
R = 280.00'
L = 81.20'
T = 40.89'
D = 20° 27' 46"
PRESENT EAST CLAY STREET
BASE LINE CURVE C3
TAKING LINE
DIRECTIONAL LINE
PROPOSED SIDEWALK
LIMIT OF PROPOSED CONSTRUCTION EASEMENT
APPROXIMATE STREET LINE
CONC. WALL
POLE #1085
PLD BUT
(RADIAL)
CITY OF WATERBURY
TAKING AREA = 180± SQ. FT.
CONSTRUCTION EASEMENT FOR THE PURPOSE OF ACCESS TO CONSTRUCT SIDEWALK DURING THE REMOVAL OF I-84 EASEBOUND EXIT 21 OFF RAMP ACQUIRED. CONSTRUCTION EASEMENT TAKEN UNDER THIS PARAGRAPH WILL BE RESTORED BY GRADING AND/OR SEEDING ANY DISTURBED AREAS. SAID EASEMENT WILL BE EXTINGUISHED UPON COMPLETION OF THE PROJECT UNLESS SOONER EXTINGUISHED BY THE STATE
EASEMENT AREA = 80± SQ. FT.
REFERENCES
1. GENERAL LOCATION SURVEY PROVIDED BY CTDOT DISTRICT 1 PROJECT NO. 151-340, CAD FILE: SV_04_0151_0340_WATERBURY SOUTH MAIN ORNDGN
2. CTDOT CONSTRUCTION PROJECT NO. 151-340, ENTITLED: "REMOVAL OF I-84 EASTBOUND EXIT 21 OFF RAMP"
3. VOL. 120 PG. 514 (WARR.)
4. VOL. 63, PG. 452 (O.C.)
NOTES
1. THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THROUGH 20-300B-20, THE "MINIMUM STANDARDS OF ACCURACY, CONTENT & CERTIFICATION FOR SURVEYS AND MAPS," AS AMENDED OCTOBER 26, 2018. IT IS A RIGHT OF WAY SURVEY AND IS INTENDED TO DEPICT THE LINES OF THE PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREON. THE BASE LINE FROM WHICH THIS PROPERTY TRANSACTION IS REFERENCED CONFORMS TO CLASS A-2 HORIZONTAL ACCURACY.
2. THE FEATURES DEPICTED ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THE PROJECT OR AS REFERENCED HEREON.
3. THE PROPERTY AND STREET LINES DEPICTED CONFORM TO CLASS D ACCURACY. THEY HAVE BEEN COMPILED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSTRUED AS NECESSARILY BEING THE RESULT OF A FIELD SURVEY. NOR DO THEY REPRESENT A PROPERTY BOUNDARY OPINION.
4. THE CONSTRUCTION EASEMENT(S) DEPICTED HEREON WILL BE FORMALLY EXTINGUISHED BY AN AFFIDAVIT WHICH WILL BE FILED IN THE PUBLIC LAND RECORDS.
SCALE IN FEET
DATE
REVISION
REQ. BY
TOWN NO. 151
PROJECT NO. 151-340
SERIAL NO. 29
SHEET 1 OF 1
TITLE
DATE
PLS #18973
CHRISTINE E. AUBREY, P.L.S.
RIGHT OF WAY SURVEY
TOWN OF WATERBURY
MAP SHOWING LAND ACQUIRED FROM
CITY OF WATERBURY
BY
THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
REMOVAL OF I-84 EASTBOUND EXIT 21 OFF-RAMP
SCALE 1"=20'
DECEMBER 2024
SCOTT A. HILL, P.E.
CHIEF ENGINEER - BUREAU OF ENGINEERING AND CONSTRUCTION

Waterbury Public Schools
2026 ~ 2027 School Year Calendar DRAFT

#4

July

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

6th - 31st - Summer School Programs

Elementary EAS & Special Education Extended School Year
4-day Programs (Mon -Thurs)

Special Education Extended School Year
5 Day Programs (Mon-Fri)

High School Credit Recovery
Monday –Friday
8:00 AM – 12:00 PM

Middle School, Summer School
Monday – Thursday

August

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

13th - 17th - Administration Professional Learning
18th - 19th - New Teacher Orientation - 7hr.
20th - Professional Development Day - 7hr.
21st - Professional Development Day - 7hr.
24th - Professional Development Day - 7hr.
25th - First Day of School

5 Days

September

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

7th - Labor Day - No School
9th - CN Early Dismissal / PD Day
11th - Rosh Hashanah - Jewish Holiday
16th - Open House Elem. 5-7pm - Early Dismissal
16th - Open House H.S. 5-7pm - Early Dismissal
16th - Early Dismissal - M.S. - Teacher Collab./PD
21st - Yom Kippur - Jewish Holiday
23rd - Open House M.S. 5-7pm - Early Dismissal
23rd - Early Dism. - H.S. & Elem-Teacher Collab/PD
30th- Professional Development - 7hr. - No School

20 Days

October

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

12th - Columbus/Indigenous People Day - No School
29th - End of the 1st MP: HS/MS/Elem
7th, 14th, 21st, 28th - CN Early Dismissal / PD Day

21 Days

November

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

3rd - Election Day - No School
9th - Grade Submission Ends - 9AM
11th - Veterans Day - No School
16th - Distribute 1st MP Report Cards: HS/MS/Elem
23rd - Pre-K & Kindergarten - End of 1st MP
25th - Early Dismissal - Thanksgiving Recess
26th & 27th - Thanksgiving Recess - No School
4th, 18th - CN Early Dismissal / PD Day

17 Days

December

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

2nd - Professional Development - 7hr. - No School
4th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
9th - Parent Conference Elem. 5-7pm - Early Dismissal
9th - Parent Conference H.S. 5-7pm - Early Dismissal
9th - Early Dismissal - M.S. - Teacher Collab. /PD
10th - Pre-K & Kindergarten-Distribute 1st MP Report Cards
16th - Parent Conference M.S. 5-7pm - Early Dismissal
16th - Early Dism. - H.S. & Elem-Teacher Collab/PD
16th - Early Dism. - H.S. & Elem-Teacher Collab/PD
3rd - Early Dismissal - Winter Re
th - 31st - Winter Recess - No Scho

16 Days

DRAFT

January

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

1st - New Year's Day
4th - School Resumes
6th - Three Kings Day (Observed) - No School
20th - Early Dismissal / PD Day
11th - 15th - Mid Term Exams - Early Dism. HS Only
18th - Martin Luther King Jr. Day - No School
19th - End of the 2nd MP: HS/MS/Elem
27th - Grade Submission Ends - 9AM
13th, 27th - CN Early Dismissal / PD Day

18 Days

February

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

3rd - Distribute 2nd MP Report Cards
3rd - Early Dismissal / PD Day
15th - Presidents Day - No School
16th - Lincoln's Day (Observed) - No School
10th, 24th - CN Early Dismissal / PD Day

18 Days

March

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

3rd - Early Dismissal / PD Day
4th - Pre K & Kindergarten - End of the 2nd MP
9th - Eid al Fitr Muslim Holiday - No School
15th - Pre-K & Kindergarten - Grade Submission Ends - 9AM
19th - Pre-K & Kindergarten - Distribute 2nd MP Report Cards
26th - Good Friday - No School
29th - End of the 3rd MP: HS/MS/Elem
10th, 17th, 24th and 31st - CN Early Dismissal / PD Day

21 Days

April

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

6th - Grade Submission Ends - 9AM
7th - Parent Conference Elem 5-7pm - Early Dismissal
7th - Parent Conference H.S. 5-7pm - Early Dismissal
7th - Early Dismissal - M.S. - Teacher Collab. /PD
12th - 16th - Spring Recess - No School
20th - Distribute 3rd MP Report Cards
21st - Parent Conference M.S. 5-7pm - Early Dismissal
21st - Early Dism. - H.S. & Elem-Teacher Collab/PD
28th - CN Early Dismissal / PD Day

17 Days

May

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

12th - Early Dismissal / PD Day
5th, 19th, 26th - CN Early Dismissal / PD Day
31st - Memorial Day - No School

20 Days

June

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

** Pre-K - 8th-Grades due 5 days before last day
** Pre-K - 8th-Distribute Report Cards on last day
** H.S. Grade submission ends on last day
Last Day of School shall be Early Dismissal
10th - Last Day of School - Depending on Weather

8 Days

Full Day Professional Development Day
Prepared by the Computer Technology Center

School Closed
School Day
Commissioner's Network (CN Early Dismissal/PD Day

Early Dismissal Professional Development Day
181 School Days
Modified 10/10/2025

#5

WATERBURY
PUBLIC SCHOOLS

Next Generation Accountability

December 2025

Overview

WATERBURY
PUBLIC SCHOOLS

Next Generation Accountability

- Holistic perspective on school and district performance
- All schools and districts in the state are provided an overall accountability index rating based on a broad set of twelve indicators, as calculated by the Connecticut State Department of Education (CSDE)

Academic Achievement
Academic Growth
Participation Rates
Chronic Absenteeism
College and Career Readiness Coursework
College and Career Readiness Exams

On-Track in Grade 9
Four-Year Graduation Rate
Six-Year Graduation Rate
Postsecondary Entrance
Physical Fitness
Arts Access

WATERBURY
PUBLIC SCHOOLS

District Level

WATERBURY
PUBLIC SCHOOLS

District Level Historical Ratings

Indicator	2018-19	2021-22	2022-23	2023-24	2024-25
1a. ELA Performance Index - All Students	55.6	51.3	50.7	51.9	53.2
1b. ELA Performance Index - Students with High Needs	54.1	49.7	49.2	50.3	51.5
1c. Math Performance Index - All Students	48.6	42.3	43.8	44.7	46.3
1d. Math Performance Index - Students with High Needs	47.1	40.8	42.3	43.1	44.5
1e. Science Performance Index - All Students	51.2	47.1	46.6	46.8	48.0
1f. Science Performance Index - High Needs Students	50.0	45.9	45.0	45.5	46.7
2a. ELA Academic Growth - All Students	57.8%	58.6%	50.6%	58.1%	56.6%
2b. ELA Academic Growth - High Needs Students	57.0%	58.0%	50.2%	57.1%	55.6%
2c. Math Academic Growth - All Students	53.8%	54.6%	51.9%	52.6%	52.5%
2d. Math Academic Growth - High Needs Students	53.3%	54.1%	51.6%	52.1%	51.9%
2e. Progress Toward English Proficiency - Literacy	50.5%	57.5%	50.1%	50.2%	52.1%
2f. Progress Toward English Proficiency - Oral	44.5%	48.8%	49.6%	48.2%	49.5%
4a. Chronic Absenteeism - All Students	15.6%	39.5%	31.2%	26.9%	25.8%
4b. Chronic Absenteeism - Students with High Needs	16.9%	41.8%	33.1%	28.6%	27.4%
5. Preparation for CCR - Percent Taking Courses	60.6%	80.9%	87.4%	90.0%	90.2%
6. Preparation for CCR - Percent Passing Exams	12.0%	17.1%	19.8%	23.3%	29.3%
7. On-track to High School Graduation	80.9%	79.9%	77.7%	79.9%	80.9%
8. 4-year Graduation: All Students	76.7%	83.6%	83.0%	81.3%	85.7%
9. 6-year Graduation: High Needs Students	75.1%	85.2%	86.4%	87.2%	90.8%
10. Postsecondary Entrance	65.1%	45.9%	47.2%	48.5%	49.2%
11. Physical Fitness	51.9%	32.0%	44.5%	43.9%	42.2%
12. Arts Access	39.8%	46.4%	49.8%	47.6%	47.8%
Accountability Index	**64.6**	**59.9**	**59.2**	**61.2**	**62.7**

WATERBURY
PUBLIC SCHOOLS

District Level Highlights

Improvement in nearly all indicators for 2024-2025 compared to the 2023-2024 school year:

- ***Overall Accountability Index***
- Academic Achievement - ELA, Math, and Science
- Academic Growth - English Language Proficiency (Oral and Literacy)
- Participation Rates
- Chronic Absenteeism
- College and Career Readiness Coursework (maintained max points)**
- College and Career Readiness Exams**
- On-Track in Grade 9**
- Four-Year Graduation Rate**
- Six-Year Graduation Rate**
- Postsecondary Entrance
- Arts Access

WATERBURY PUBLIC SCHOOLS

**Denotes highest rate ever

Urban Peer Group

- Previously identified by CSDE as District Reference Groups (DRGs), local public school districts were grouped together based on similar socioeconomic status (SES) and need
- Waterbury's urban peers are:
  - Bridgeport
  - Hartford
  - New Britain
  - New Haven
  - New London
  - Windham

WATERBURY PUBLIC SCHOOLS

Urban Peer Group

WPS RANKINGS IN URBAN PEER GROUP
2024-2025

#1	#2
Chronic Absenteeism (lowest)	***Overall Accountability Index***
On-Track in Grade 9	Academic Achievement - ELA, Math, Science
Four-Year Graduation Rate	Academic Growth - ELA
Six-Year Graduation Rate	College and Career Readiness Coursework
Participation Rates - ELA, Math, Science	

WATERBURY
PUBLIC SCHOOLS

Across Connecticut

OTHER NOTABLE WPS RANKINGS (NON PEER GROUP) 2024-2025

- ELA achievement all students - higher than Ansonia
- ELA achievement ***high needs students*** - higher than Bloomfield, Middletown, Manchester, and Ansonia
- Science achievement ***high needs students*** - higher than Derby and Ansonia
- ELA growth all students - higher than Manchester, Plymouth, Shelton, Ansonia, Derby, Bristol, Watertown, and Middletown
- ELA growth ***high needs students*** - higher than Easton, Stamford, Ansonia, Avon, East Hartford, Hamden, Manchester, Granby, Bristol, Derby, New Hartford, Bloomfield, Watertown, Middletown, and Shelton
- Math growth ***high needs students*** - higher than Hamden, Middletown, Plymouth, Derby, Watertown, Shelton, Stratford, Bloomfield, and Enfield

Across Connecticut

OTHER NOTABLE WPS RANKINGS (NON PEER GROUP) 2024-2025

- Chronic Absenteeism ***high needs students*** - lower than East Hartford, West Haven, and Middletown
- College and career readiness coursework - higher than West Haven, Watertown, Bloomfield, Derby, East Hartford, Enfield, Glastonbury, and Canton
- College and career readiness exams - higher than Meriden and Danbury
- On-track in grade 9 - higher than Danbury, Windsor, Enfield, Torrington, Hamden, East Hartford, and Stamford
- Four-year graduation rate all students - higher than Meriden, East Hartford, Hamden, Manchester, East Haven, Derby, Torrington, Danbury, Bloomfield, Plainfield, and Stamford

Across Connecticut

OTHER NOTABLE WPS RANKINGS (NON PEER GROUP) 2024-2025

- Six-year graduation rate ***high needs students*** - ***higher than the state average***; higher than Naugatuck, Cromwell, East Hartford, Plainville, Bristol, Hamden, Meriden, Manchester, Derby, Watertown, Plymouth, Plainfield, Ansonia, Torrington, Danbury, Stamford, Seymour, East Haven, and Shelton
- Postsecondary entrance - higher than Plainfield
- Physical fitness - higher than Hamden, Westport, Barkhamsted, Stamford, Torrington, Avon, Middletown, New Milford, Manchester, Plainfield, and Watertown
- Arts access - higher than West Hartford, Ansonia, Stamford, Middletown, Shelton, Southington, Fairfield, West Haven, Ridgefield, Newtown, Wolcott, and Norwich
- Participation rates - ***higher than the state average*** for all six calculations (ela, math, and science for all students and high needs students); higher than the majority of districts

School Level

WATERBURY
PUBLIC SCHOOLS

School Level Highlights

- West Side Middle School was removed from the state turnaround list
  - One of eight schools in the state to exit turnaround status in 2024-2025, out of 41 turnaround schools
  - Both North End and Wallace previously exited turnaround status

- WCA improved from Category 3 to Category 2

WATERBURY
PUBLIC SCHOOLS

School Level Highlights

- Clemente International, Kingsbury, and Washington were identified as Schools of Distinction
  - Clemente International: Academic growth (math high needs students)
  - Kingsbury: Academic growth (math high needs students)
  - Washington: Academic growth (math all students and math high needs students)
  - Waterbury is the only district in our urban peer group to have ***THREE*** schools of distinction, for the second year in a row!
    - Hartford (1)

WATERBURY PUBLIC SCHOOLS

SCHOOL ASSIGNMENT CATEGORIES BASED ON PERCENTAGE OF POINTS EARNED

PERCENTAGE OF POINTS EARNED

Category 1
Accountability Index = 85 - 100

Category 2
Accountability Index = 70 - 84.9

Category 3
Accountability Index = 0 - 69.9

Category 4 (Turnaround/Focus) NEW

Category 5 (Turnaround/Focus) OLD

WATERBURY PUBLIC SCHOOLS

	% POINTS EARNED	CATEGORY	SUPPORT	INCREASED % POINTS EARNED	IMPROVED ONE OR MORE CATEGORIES	SCHOOL OF DISTINCTION
Clemente International	79.03	2				✓
Rotella	75.32	2		✓		
WAMS	74.21	2		✓		
WCA	72.96	2		✓	✓	
Maloney	70.80	2				
Regan	68.98	3				
Kingsbury	68.87	3				✓
Washington	66.51	3		✓		✓
Bucks Hill	66.43	3		✓		
Carrington	66.11	3		✓		
Chase	62.95	3				
Generali	62.83	3		✓		
District	***62.65***			✓		
Tinker	60.92	3				
Gilmartin	59.81	3		✓		
Wallace	59.25	3		✓		
Wilson	57.66	3		✓		
Bunker Hill	56.09	3		✓		
Duggan	55.84	3				
Sprague	54.98	3		✓		
Hopeville	54.78	3				
Driggs	54.22	3		✓		
West Side	54.07	3		✓		
Wendell Cross	52.47	3				
North End	52.46	3				
Walsh	50.73	3				
Reed	48.89	4	Turnaround	✓		
Kennedy	55.80	5	Turnaround	✓		
Crosby	52.63	5	Turnaround	✓		
Wilby	48.78	5	Turnaround			

School Level Data

17 schools had improvement in the overall accountability index from the prior year:

School	Overall Accountability Index	Change Prior Year	School	Overall Accountability Index	Change Prior Year	School	Overall Accountability Index	Change Prior Year
Rotella	75.3	+0.5	Generali	62.8	+9.2	Sprague	55.0	+1.5
WAMS	74.2	+2.2	Gilmartin	59.8	+8.1	Driggs	54.2	+4.3
WCA	73.0	+3.0	Wallace	59.3	+2.8	West Side	54.1	+1.2
Washington	66.5	+5.2	Wilson	57.7	+2.9	Crosby	52.6	+0.2
Bucks Hill	66.4	+0.1	Bunker Hill	56.1	+2.0	Reed	48.9	+2.1
Carrington	66.1	+8.0	Kennedy	55.8	+5.0			

WATERBURY PUBLIC SCHOOLS

School Level Data

12 schools had a decline in the overall accountability index from the prior year:

School	Overall Accountability Index	Change Prior Year	School	Overall Accountability Index	Change Prior Year	School	Overall Accountability Index	Change Prior Year
Clemente Int'l	79.0	-0.5	Chase	63.0	-5.0	North End	52.5	-1.6
Maloney	70.8	-0.5	Tinker	60.9	-3.4	Wendell Cross	52.5	-5.3
Regan	69.0	-3.1	Duggan	55.8	-2.6	Walsh	50.7	-1.9
Kingsbury	68.9	-1.6	Hopeville	54.8	-5.4	Wilby	48.8	-1.4

WATERBURY PUBLIC SCHOOLS

Improvement Plan

WATERBURY
PUBLIC SCHOOLS

Improvement Strategies

- Increased focus on reducing chronic absenteeism
  - Director of Climate and Student Supports
    - District Attendance Coordinator
  - Last year chronically absent students were outperformed by their NOT chronically absent peers in all subjects on state assessments
    - 100+ points on CT-SAT
    - Between 70 and 95 points on Smarter Balanced (grade dependent)
    - Between 10 and 20 points on NGSS (grade dependent)

WATERBURY PUBLIC SCHOOLS

Improvement Strategies Continued

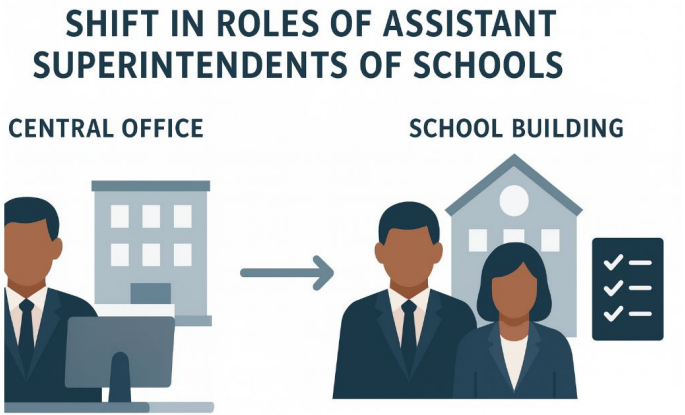
- Curriculum and Instruction Initiatives
  - New K-12 ELA and Math Curriculum with additional supports for intervention
  - New K- 8 Science curriculum will be a focus for the 26-27 school year
  - High Quality Instruction defined and will be expanded to include High Quality Instructional Leadership
  - Task focus across disciplines to promote solving, and constructing arguments



WATERBURY PUBLIC SCHOOLS

Improvement Strategies Continued

- Central Office Supports
  - Reconfiguration
  - School visits - coaching and support
  - Data analysis with actionable feedback



Bogged down with projects, committees, and meetings

In schools supporting and coaching Principals and supporting fidelity of implementation of district initiatives

WATERBURY PUBLIC SCHOOLS

Questions

WATERBURY
PUBLIC SCHOOLS

WATERBURY
PUBLIC SCHOOLS

#6

Melissa Calabrese
Elementary Reading and LA Supervisor
mcalabrese1@waterbury.k12.ct.us

To: Honorable Board of Alderman
Honorable Board of Education

From: Melissa Calabrese, Supervisor of Elementary Reading and Language Arts

Date: Nov 26, 2025

Subject: Connecticut State Department of Education- Data Sharing Agreement

The Department of Education respectfully requests the approval of a Data Share Agreement between the City of Waterbury and the Connecticut State Department of Education.

The Connecticut State Department of Education (CSDE) will begin collecting student-level data from the mandatory K-3 universal literacy screening assessments starting in the 2025-2026 school year. This data collection is designed to capture results from three distinct benchmark windows throughout the academic year to track student progress.

The proposed Data Sharing Agreement (DSA) establishes a formal partnership between Waterbury Public Schools (WPS) and the CSDE to facilitate the secure transfer of student performance data from the mCLASS universal screening assessment. This is essential because mCLASS is a CSDE-approved K-3 literacy screener.

The DSA ensures that WPS complies with this state requirement by providing the CSDE with the necessary information to monitor student reading progress, identify students at risk for dyslexia or other reading disabilities, and publicly report aggregate literacy outcomes on the state's EdSight data portal, all while adhering to federal and state student data privacy laws (FERPA/P.A. 16-189).

There is no cost for this request.

State Educational Agency Data Access Request Agreement

Local Educational Agency (LEA)	Waterbury School District
MDR or NCES No.	*Please provide MDR or NCES No*
Address	236 Grand Street, Chase Office Building Waterbury, CT
Amplify Products	mCLASS DIBELS 8th Edition
Program	Grades K-3 Literacy Universal Screening Assessment
State Educational Agency (SEA)	Connecticut State Department of Education

Background: In connection with the Program listed above, Amplify Education, Inc. ("Amplify"), has been engaged to provide products and services listed above to certain local educational agencies within the state (i.e., districts; each, an "LEA"). For the purpose of providing such products and services, Amplify collects and uses student data listed below in accordance with the Family Educational Rights and Privacy Act of 1974 and 34 C.F.R. § 99.31(a)(1)(i)(B) and other applicable state laws.

Data: Using Amplify's products listed above, LEA-authorized personnel may input current and historical information (collectively, "LEA Information") into, and access LEA Information from, Amplify's systems.

Evaluation: SEA desires to collect and analyze certain LEA Information in connection with its audit and evaluation of the Program. To facilitate LEA's efforts, LEA desires that Amplify provide the SEA access to LEA Information in Amplify's systems relating to the Program.

Authorization: To facilitate LEA's efforts, LEA requests and desires that Amplify provide the SEA access to the LEA Information in Amplify's systems through one of the third-party access methods as set forth below and in accordance with this State Educational Agency Data Access Request Agreement ("Agreement"). LEA hereby authorizes Amplify to provide the SEA access to the LEA Information as described herein and represents that this authorization covers all participating LEA schools and programs and that no additional approvals or releases are required for Amplify to release the LEA Information to the SEA through one of the following methods (*please check one*):

- **Ed-Fi:** Amplify will share a key directly with the SEA so the SEA can have real-time access to the LEA Information directly from the Amplify Products/Services.

- **SFTP Site**: Amplify will share credentials directly with the SEA to an SFTP site so the SEA can have real-time access to the LEA Information directly from the Amplify Products/Services.

- **Amplify-generated reports:** Amplify will generate a report that includes the LEA Information and will send and securely send the report directly to the SEA. For Amplify-generated reports, please list the School Year and LEA Information requested below:

School Year	2025-2026, 2026-2027, 2027-2028

LEA Information Requested	Student and staff identifier information: names, UID, grades, state, school, school district, and classroom associations. Results: records including scores and/or achievement/proficiency levels for the assessments listed as part of the Amplify Products

LEA Acknowledgement:

1. The LEA acknowledges and agrees that it owns and controls the LEA Information and is directing Amplify to provide the SEA access to such LEA Information. The LEA further acknowledges and agrees that Amplify is not responsible for the SEA's (i) access to, use, disclosure or modification of the requested LEA Information or other data accessed or (ii) use of Amplify's Products and Services in violation of the terms of the agreement between LEA and Amplify.
2. The LEA acknowledges and agrees that it is responsible for:
    a. notifying Amplify when the SEA's access should be removed for the Ed-Fi and SFTP Site methods;
    b. passing down any applicable terms of service to the SEA and all actions taken by the SEA with respect to the LEA Information; and
    c. ensuring that the SEA has adopted and implemented reasonable physical, technical and administrative security procedures and processes for all LEA Information consistent with industry standards and Data Protection Laws. Amplify is not responsible for security measures implemented by the SEA for LEA Information within the possession or control of the SEA.
3. Except to the extent Amplify's liability cannot be lawfully limited, Amplify shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement. For the avoidance of doubt, Amplify shall have no liability for any loss whatsoever for any corruption of, deletion of or loss of or other damage to LEA Information caused by any other party authorized by the LEA to access the LEA Information, including but not limited to the SEA.

The undersigned has the right, power, and authority, in compliance with LEA policies, to execute and deliver this Authorization on behalf of LEA and the covered schools.

LEA Representative

Signature: _____

Name: _____

Title: _____

Date: _____

#7

LONDON





APRIL 2028

WATERBURY ARTS MAGNET SCHOOL



WHY LONDON?



- Expands on the success of the inaugural NYC trip.
- Provides international cultural and historical experiences.
- Connects directly to English, history, and the arts curriculum.
- Offers students a unique opportunity before graduation.





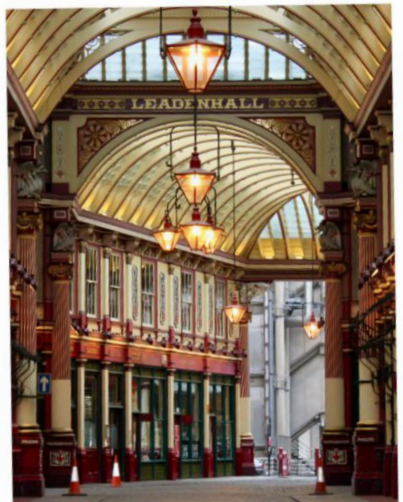


DESTINATION DETAILS

- **Dates:** April 8–15, 2028
- **Participants:** Juniors & Seniors of 2028 (current 9th & 10th graders), plus parents & staff
- **Tour provider:** Explorica by WorldStrides
- **Includes:** flights, hotels, breakfast and dinner daily, tour director, attractions, transport, local guides, and daily Tube pass









EDUCATIONAL HIGHLIGHTS

- London city walk: Thames, Trafalgar Square, National Gallery, Soho
- Guided sightseeing: Buckingham Palace, Westminster Abbey, Windsor Castle
- Tower of London & West End theater performances
- Warner Bros. Harry Potter Studio tour
- British Museum visit
- Shakespeare's Globe Theater workshop
- Oxford, Cotswolds, Stratford-upon-Avon



TRIP COST

An 8-day educational journey through London's history, literature, and culture.

- **Students under 23:** $4,421 (based on 40+ travelers)
- **Adults 23+:** $4,816
- **Includes optional excursions:** Oxford, Stratford-upon-Avon, and the London Eye
- **Without excursions:** Students $4,144 | Adults $4,539
- One free chaperone for every 6 students (up to 7 free chaperones)







PAYMENT PLANS

Monthly plans and early sign-up discounts make the trip more accessible.

- **Full Payment:** Pay in full at enrollment
- **Monthly Automated Plan:** $50 deposit, then equal monthly installments until 35 days before departure
- **4-Step Manual Plan:** $99 deposit, $500 in 30 days, 75% at 110 days out, balance at 65 days out
- **General Info:** Credit/debit card or ACH; late fees and cancellation policies apply











THANK YOU

For more information, please email

Cytnthia.Machol@waterbury.k12.ct.us

#7

WATERBURY PUBLIC SCHOOLS

Revised: 05/17/23

CENTRAL OFFICE: RECEIVED STAMP/INITIALED

RECEIVED
SEP 11 2025
By LS

FIELD TRIP REQUEST FAX/EMAIL COVER SHEET

School Name: Waterbury Arts Magnet School
Your Name: Cynthia Machol
Today's Date: August 27, 2025
Date/s of Field Trip: April 8, 2028 - April 15, 2028 (assuming Spring Break; date will be revised if Spring Break is not this week in the 2027-2028 school year.
In State ☐ Out of State ☐ Out of Country ■
Number of students: 40
Number of chaperones: 4-8
Nurse's Signature: ☒ Jennifer McCoy RN
Principal's Signature: ☐
Number of Pages Attached: 14

Revised 05/17/23

REQUEST FOR FIELD TRIP

ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR EMAILED TO THE SCHOOL'S ASSISTANT SUPERINTENDENT.
ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE COVER SHEET

[X] **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**

[ ] **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

This request must be approved prior to collecting or committing any funds such as down payments or making definite arrangements.

Date Submitted August 27, 2025 Name of Travel Agency (if applicable): WorldStrides

1) Requested by: Cynthia Machol, Waterbury Arts Magnet School
Name of Staff Member School Grade level/Subject

2) How many students? 40

3) Name of destination: England, United Kingdom

4) City/State of destination: London

5) Departure: Saturday, April 8, 2028 TBD, dependent on flight
Day Date Time

6) Return: Saturday, April 15, 2028 TBD, dependent on flight
Day Date Time

7) Is school in session during this field trip? Yes ☐ No ■

Trip dates are assuming Spring Break; date will be revised if Spring Break is not this week in the 2027-2028 school year.

8) What unit in the curriculum does this field trip support?

This field trip supports World Literature, British Literature, and Global Studies units often included in Grade 11 English Language Arts and Social Studies. It directly connects to curriculum strands on: British Literature and Culture (Shakespeare, Romantic poets, Victorian writers, modern British voices); World History & Global Connections (Industrial Revolution, imperialism, WWII, and modern political alliances); Art & Humanities (theater, art, and historical monuments as cultural texts).

9) What are the Common Core State Standards this field trip supports?

CCSS.ELA-LITERACY.RL.11-12.2; CCSS.ELA-LITERACY.RL.11-12.6; CCSS.ELA-LITERACY.RI.11-12.7; CCSS.ELA-LITERACY.SL.11-12.1

10) What are the guiding questions from the curriculum this field trip will answer?

How do place and culture shape literature, history, and identity?What is the relationship between past and present in shaping global perspectives?How does experiencing cultural heritage firsthand deepen our understanding of texts studied in the classroom?In what ways do monuments, art, and performance serve as "texts" that communicate meaning?

11) What expected performances will be taught by this field trip?

Students will demonstrate cultural literacy by connecting London's history and institutions with American and global contexts. They will develop presentation and research skills by documenting and sharing their learning.

12) How will you assess the learning that results from this field trip?

Students record daily observations, linking them to guiding questions and standards. Students will be able to compare classroom texts with their experience at sites like The Globe or the British Library.

13) Explain what educational value this field trip offers the students:

The trip offers students a living classroom that bridges literature, history, and culture. Seeing historic sites gives students direct insight into the world that produced the texts they study. Evaluating cultural artifacts encourages students to analyze, compare, and synthesize information across disciplines.

14) Transportation: Type/name of Approved PUC Carrier

Charter bus to NYC and flight out of JFK to Heathrow (included in the price)

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
1. Cynthia Machol	203-573-6300	4	
2. Maria Stasaitis	203-573-6300	5.	
3		6	

Revised 05/17/23

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones: Cynthia Machol, Maria Stasaitis (TBD)
Aides(s) as chaperones: TBD

Parent(s) as chaperones: TBD

17) How is this trip financed: (If it's fund raising activities, list the fund raising activities. If it's a grant, give title and number of the grant, student contributions, etc.)

Student contributions (monthly payment plans available through WorldStrides until the trip is paid off; extended payment plans available for those with financial need). There will be fundraising opportunities through WAMS and WorldStrides to alleviate some of the financial burden.

The pricing is locked in if the trip is hooked prior to September 30, 2025. There will be a parent meeting detailing the costs, payment plan, and fundraising. Spots are held with a deposit.

18) What is the approximate cost per pupil for this trip?

****Please note, World Strides travel agency has extended the date to lock in a price to November 20, 2025****

$4,421 (6:1 chaperone ratio) OR $4,243 (10:1 chaperone ratio)

19) Is any student excluded from attending this trip? Yes ☐ No ☒ If yes, explain why:

The trip will be open to juniors (class of 2029) and seniors (class of 2028), as well as any parent and teacher that wants to attend.

20) What is the approximate cost all chaperones?

$4,421 (6:1 chaperone ratio) OR $4,243 (10:1 chaperone ratio) - 1 free chaperone for every 6 or 10, dependent on choice

21) How many substitutes are necessary? 0 **(If none specify**

Teacher	Subject/Grade	Teacher	Subject/Grade
1		4.	
2.		5.	
3.		6.	

22) The medication(s) and/or procedure(s), as prescribed by the student(s) physician, will be provided while participating in the field trip

Yes ☐ No ☒ Jennifer McCrory RN 9-2-25

Signature of School Nurse Date

Revised 05/17/23

23) This field trip request meets the needs of the BOE policy? Yes ☑ No ☐

Is this field trip recommended? Yes ☑ No ☐

Arrangements for students(s) medical needs have been made ☑ No ☐

Yes

Signature of School Principal — Date: 9/2/2025

CENTRAL OFFICE RESPONSE

24) This field trip request has been reviewed and approved at the Superintendent's level ☒

This field trip request has been reviewed and **is not** approved ☐

Signature of Superintendent/Designee/ — Date: 9.12.25

25) This field trip request is for an out-of-state **or** overnight field trip and was approved/denied by the Chief Academic Officer

Signature of Chief Academic Officer — Date: 9/15/25

26) This field trip request required Board of Education action for out-of-country and was approved/denied by the Board of Education during its meeting of _____

Signature of BOE/Designee — Date

A copy of this request, when approved, will be returned to the School Principal.

Student Participants (Names must be attached.)

London, England, U.K.

Departing From: New York City
April 8, 2028 - April 15, 2028

Total Fee:* $4,421.00 (based on a 6:1 chaperone ratio; quad rooms)
6 travelers = 1 free chaperone

- Monthly payments of approximately $135.90 after initial payment of $50.00

Total Fee:* $4,243.00 (based on a 10:1 chaperone ratio; quad rooms)
10 travelers = 1 free chaperone

- Monthly payments of approximately $130.34 after initial deposit of $50.00

* Additional discounts may be included if enrollment is in the fall. Pricing is subject to change until we lock in the trip.

Additional Adult Fees:

The following additional fees apply only to full-paying participants 23 and older and are not included in the total price listed above.

Additional Adult Fee $395.00 additional per adult (double room)

Note: the cost of the tour will be based on the final group size. The total cost of the trip quoted above is based on the estimated group size. If the final group size is smaller or larger than estimated, the amount will be updated on each participant's account the day after the final enrollment deadline.
15-19 Travelers $274
20-24 Travelers $177
25-29 Travelers $117
30-34 Travelers $75
35-39 Travelers $44
40+ Travelers $0

Tour Includes:

- Round-trip transportation to NYC airport.
- Round-trip airfare
- 6 overnight stays in hotels with private bathrooms
- Full European breakfast daily
- Dinner daily
- Full-time services of a professional tour director
- Guided sightseeing tours and city walks as per itinerary
- Visits to select attractions as per itinerary
- Daily London Tube pass
- Tour Diary
- Local Guide and Local Bus Driver tips

Note: On arrival day only dinner is provided; on departure day, only breakfast is provided

Note: Tour cost **does not** include airline-imposed baggage fees, or fees for any required passport or visa.

Tour Itinerary (subject to change):

Day 1: Overnight Flight to London from New York

Day 2: Hello London

- Meet your tour director and check into hotel
- **London city walk:** Thames River, Trafalgar Square, National Gallery visit, Piccadilly Circus, Covent Garden, Leicester Square, Soho
    - Details: London city walk
    - Step outside your hotel for a stroll through the heart of the English-speaking world. In this city of nearly seven million, you'll see everything from 12th-century fortifications to modern skyscrapers, royal parks to street art. Your Tour Director will lead you to some of the most famous sites. Walk along the Thames River. Cross Trafalgar Square. See bustling Piccadilly Circus. Pass trendy shops and cafés in Bohemian Soho on your way to Covent Garden, a 13th-century fruit and vegetable garden transformed into a maze of narrow streets and pedestrian walkways burgeoning with street performers, open-air markets and boutiques.
    - Details: Trafalgar Square
        - See Trafalgar Square, often used for community gatherings and political demonstrations.
    - Details: National Gallery visit
        - Visit the National Gallery, which contains an unrivaled collection of Western art spanning seven centuries, from the late 13th to the early 20th. The largest portion of the collection is devoted to the Italians, including works by da Vinci, Titian, Veronese, Tintoretto and Botticelli; but the collection also features works by the Spanish giants El Greco, Goya and Velázquez. The Flemish-Dutch school is represented by Brueghel, Jan van Eyck, Vermeer, Rubens and Rembrandt; and there is also an immense French impressionist and post-impressionist collection that includes works by Manet, Monet, Degas, Renoir and Cézanne.
    - Details: Piccadilly Circus
        - Visit Piccadilly Circus, a shopping and entertainment area brightly lit with video displays and neon signs.
    - Details: Covent Garden
        - Covent Garden is a district in London, on the eastern fringes of the West End, between St Martin's Lane and Drury Lane. It is associated with the former fruit and vegetable market in the central square, now a popular shopping and tourist site, and with the Royal Opera House, which itself may be referred to as "Covent Garden". The district is divided by the main thoroughfare of Long Acre, north of which is given over to independent shops centered on Neal's Yard and Seven Dials, while the south contains the central square with its street performers and most of the historical buildings, theatres and entertainment facilities, including the London Transport Museum and the Theatre Royal, Drury Lane.
    - Details: Leicester Square
        - Leicester Square is perfectly situated in the heart of London's West End, with Trafalgar Square to the south, Piccadilly Circus to the west, Covent Garden to the east, and China Town to the north.

- **Classic fish & chips dinner (TBD)**

Day 3: London

- **London & Windsor guided sightseeing tour:** Buckingham Palace, Big Ben, Houses of Parliament, Westminster Abbey, Tower Bridge, Hyde Park, St. Paul's Cathedral, Windsor Castle visit
    - Details: London & Windsor guided sightseeing tour
        - Join a licensed local guide for an in-depth look at London, from the royal haunt of Buckingham Palace (the official London residence of King Charles III) to the slightly more democratic Speakers' Corner of Hyde Park, where anyone can pull up a soapbox and orate to his heart's content. You'll see the changing of the guard (season permitting), the clock tower of Big Ben with its 14-ton bell, and Westminster Abbey, where almost every English king and queen since William the Conqueror has been crowned. After a stop at the Houses of Parliament, continue on to the magnificent St. Paul's Cathedral, the masterpiece of London architect Christopher Wren. See how the King relaxes on this guided tour of the royal weekend estate, originally built as a fortress in the 11th century under William the Conqueror. Tiptoe through the flowers in the East Terrace Gardens, marvel at the Gothic St. George's Chapel, or peek into the rooms of Queen Mary's doll house with its gallery of pint-size perfect furniture. Get decorating tips for your own country estate (or dorm room, as it may be).
    - Details: Windsor Castle visit
        - Visit Windsor Castle, the world's largest inhabited castle, and one of the official residencies of the British monarch. Our visit will include the richly decorated State Apartments and St. George's Chapel, a pantheon of English Monarchs.
- Covent Garden scavenger hunt
    - Details: Covent Garden scavenger hunt
        - Take interactive learning to another level with a Tour Director-led scavenger hunt of Covent Garden, London's oldest and most entertaining area. Enjoy an after-dinner adventure, complete exciting activities and solve fun clues. Each clue and every activity is built to maximize on-tour experiential learning.

Day 4: London

- **Tower of London visit**
    - Details: Tower of London visit
        - Get up close and personal with the Tower of London. Towers, rather. Twenty stone towers, as well as tunnels, winding staircases and narrow passageways comprise this huge fortress covering 18 acres on the banks of the Thames. A royal residence from the 11th - 16th centuries, the Tower also served as a jewel safe and a prison. The headless skeletons of Anne Boleyn and Catherine Howard (Henry VIII's former wives who were executed here) are believed to be buried here. The Crown Jewels are housed here, including the largest cut diamond in the world (530-carats). Beefeaters (guards) lead tours through the Tower.

- **Thames River cruise & London Eye excursion** (*optional:* if we don't do these it will save $55.00 per person)
- **West End theater performance**
    - Details: West End theater performance
        - End with a night at the theater. You'll see a play in the West End, the British version of Broadway, with London's 40-or-so professional theaters, as well as restaurants, shops and cafés. Please note that theater performances may be moved to alternate days due to availability.
- **Traditional curry dinner (TBD)**

Day 5: Warner Bros. Studio Tour

- Warner Bros. Harry Potter Studio visit
- Details: Warner Bros. Harry Potter Studio visit
- Explore the magic of the Harry Potter films. This unique tour takes you behind-the-scenes and showcases a huge array of beautiful sets, costumes and props. It also reveals some closely guarded secrets, including facts about the special effects and animatronics that made these films so hugely popular all over the world.

Day 6: London

- **British Museum visit**
    - Details: British Museum visit
        - Explore the British Museum, one of the most comprehensive collections of art and artifacts in the world. Highlights of our visit will include the Rosetta Stone, the Parthenon Marbles, and the Sutton Hoo Treasure.
- **Shakespeare's Globe Theater interactive workshop**
    - Details: Shakespeare's Globe Theater interactive workshop
        - Vendors hocking sandwiches. Spectators sitting in the open air, exposed to the hot sun or cold rain. People cheering and heckling the players. Sounds more like a typical day at the ballpark than a performance of a Shakespearean play. In Elizabethan England the Globe Theatre was a lively place, and this 1990s reconstruction strives to be as authentic as possible. Learn how modern-day actors deal with the rowdy groundlings (working in simulated daylight means actors can see—and react to—each and every audience member), how the costumers hand-sew antique fabrics to create the clothing, how designers cope with the very minimalist Elizabethan standards for scenery and props, and how directors take advantage of the unique conditions to break down the idea that "Shakespeare equals stuffy." Please note that the workshop is restricted to students and a limited number of accompanying adults. Adults who are not able to participate will be offered a guided tour of The Shakespeare Globe as a substitute activity.
- **West End theater performance**
    - Details: West End theater performance
        - End with a night at the theater. You'll see a play in the West End, the British version of Broadway, with London's 40-or-so professional theaters, as well as restaurants, shops and cafés. Please note that theater performances may be moved to alternate days due to availability.

Day 7: London

- Oxford University college guided visit, The Cotswolds, Anne Hathaway's Cottage visit, Shakespeare's Birthplace visit
    - Details: Oxford University college guided visit
        - Explore the oldest English-speaking university in the world. Founded in 1096, Oxford got a big attendance boost in 1167, when a tiff between the English and French kings caused all English students to be expelled from the University of Paris. Many came back to Oxford, and since then the university has been home to many of England's most illustrious thinkers and writers, including Sir Walter Raleigh, Roger Bacon -- and Dr. Seuss. With a local guide tour one of the 39 colleges that make up the university (colleges you may visit include Brasenose, Christ Church, or New College).
    - Details: Anne Hathaway's Cottage visit
        - The cottage provides a rare insight into the life of a family in Shakespearean times, and many of the original furnishings are preserved inside the house.
    - Details: Shakespeare's Birthplace visit
        - Visit Shakespeare's birthplace, a half-timbered house preserved to reflect family life in the 16th century that also contains a museum dedicated to his life. The modern Shakespeare Centre was built next door to commemorate the 400th anniversary of the Bard's birth. Next, you'll visit Anne Hathaway's cottage. The cottage provides insight into the life of a family in Shakespearean times and many of the original furnishings are preserved inside.
- **Hard Rock Cafe dinner (TBD)**

Day 8: Flight home from London

#8

WATERBURY
PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

Date: December 4, 2025

To: Waterbury Board of Education Commissioners

From: Wendy Johns, Director of Pupil Services
Doreen Biolo, Chief Financial Officer

Subject: Raise in Tuition charged by Waterbury Public Schools for Special Education Costs

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The Pupil Services Department, in collaboration with the Business Office, will continue to notify surrounding towns and school districts of the ongoing need to raise Special Education Tuition Rates for students attending Waterbury Public Schools. As you know, our district's magnet schools serve students from neighboring towns and districts, and the cost of delivering high-quality special education services continues to rise. Increases in expenses related to outside contracted providers (including Speech, OT/PT, School Psychologists, RBTs, and BCBAs) as well as higher paraeducator and staff salaries resulting from collective bargaining agreements have made it necessary to adjust tuition rates to sustain the level of services and supports our students require.

Special Education Service(s)	Price	UOM	Proposed Increase for 2026-27 school year
Audio Evaluation	$400.	each	$600.
Educational Evaluation	$1500.	each	$1550.
OT/PT Evaluation	$1250.	each	$1600.
Psychological Evaluation	$2000.	each	$2500.
Psychiatric Evaluation	$4000.	each	$4500.
Speech & Language Evaluation	$1500.	each	$3000.
Co-Teaching	$34.	hour	$36. (hour)

WATERBURY
PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

Counseling	$73.65	hour	$120. (hour)
Homebound	$32.	hour	$40. (hour)
OT/ PT services	$90	hour	$100. (hour)
Paraeducator/special education	$35.	hour	$40. (hour)
Resource room	$72	hour	$90. (hour)
Special education	$72.	hour	$90 (hour)
Speech services	$110.	hour	$130. (hour)
Teacher for Visually Impaired Services	$32.	hour	$50. (hour)
ABA Therapist	RBT: $47 (hour); BCBA: $110. (hour)	week	RBT: $50 (hour); BCBA: $130. (hour)
BDLC	$355.22	week	$450. (week)
Essential Skills	$573.56	week	$650. (week)
K-12	$300.14	week	$410. (week)
Paraprofessional	$1.	week	Remove option (use coding above)
Pre-K	$150.	week	$225. (week)
State Street/ Enlightenment	$755.69	week	$900. (week)
Transportation	$98.60	week	$160. (week)

Memos to surrounding towns/ school districts will be sent via email and mail the week of January 5, 2026.

#9

Waterbury Board of Education

FY2025-2026

October
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$10,922,425	$10,922,425	$3,323,217	$0	$7,599,208	$10,922,425	$0
511102	Teachers	$32,216,577	$32,216,577	$6,888,424	$0	$25,328,153	$32,865,020	($648,443)
511104	Superintendent	$454,426	$454,426	$116,010	$0	$338,416	$422,010	$32,416
511106	Early Incentive Certifiied	$526,072	$526,072	$699,763	$0	($173,691)	$699,763	($173,691)
511107	Certified Coaches	$770,000	$770,000	$60	$0	$769,940	$770,000	$0
511108	School Psychologists	$1,358,071	$1,358,071	$219,625	$0	$1,138,446	$1,052,800	$305,271
511109	School Social Workers	$2,365,883	$2,365,883	$428,271	$0	$1,937,612	$2,226,727	$139,156
511110	Speech Pathologists	$2,498,279	$2,498,279	$564,246	$0	$1,934,033	$3,025,777	($527,498)
511111	Assistant Superintendent	$173,250	$173,250	$19,990	$0	$153,260	$75,000	$98,250
511113	Extra Compensatory Stipend	$159,000	$159,000	$0	$0	$159,000	$159,000	$0
511201	Non-Certified Salaries	$3,039,351	$3,039,351	$523,093	$0	$2,516,258	$2,993,786	$45,565
511202	Clerical Wages	$1,182,727	$1,182,727	$333,018	$0	$849,709	$1,069,853	$112,874
511204	Crossing Guards	$391,442	$391,442	$106,542	$0	$284,900	$391,442	$0
511206	Educational	$418,909	$418,909	$96,265	$0	$322,644	$418,909	$0
511212	Substitute Teachers	$520,000	$520,000	$107,827	$63,659	$348,514	$520,000	$0
511217	Library Aides	$148,125	$148,125	$45,991	$0	$102,134	$144,388	$3,737
511219	School Clerical	$2,421,154	$2,421,154	$654,216	$0	$1,766,938	$2,228,057	$193,097
511220	Fiscal Administration	$775,301	$775,301	$182,246	$0	$593,055	$578,352	$196,949
511222	Transportation Coordinator	$217,296	$217,296	$66,536	$0	$150,760	$217,296	$0
511223	Office Aides	$180,000	$180,000	$26,757	$0	$153,243	$175,250	$4,750
511225	School Maintenance Non-Certified	$2,675,166	$2,675,166	$739,822	$0	$1,935,344	$2,490,750	$184,416
511226	Custodians Non-Certified	$6,242,816	$6,242,816	$1,918,709	$0	$4,324,107	$6,242,816	$0
511227	Overtime - Outside Activities	$300,000	$300,000	$37,403	$0	$262,597	$300,000	$0
511228	Paraprofessionals	$10,056,786	$10,056,786	$2,333,960	$0	$7,722,826	$9,881,100	$175,686
511229	Bus Duty	$265,000	$265,000	($688)	$0	$265,688	$265,000	$0
511232	Attendance Counselors	$131,096	$131,096	$16,755	$0	$114,341	$131,096	$0
511233	ABA Behaviorial Therapist	$917,094	$917,094	$246,567	$0	$670,527	$885,630	$31,464
511234	Interpreters	$158,714	$158,714	$36,392	$0	$122,322	$158,714	$0
511236	Snow Removal	$0	$0	$0	$0	$0	$0	$0
511650	Overtime	$775,000	$775,000	$250,999	$0	$524,001	$775,000	$0
511653	Longevity	$5,620	$5,620	$0	$0	$5,620	$5,620	$0
511700	Extra Police Protection	$1,011,747	$1,011,747	$42,537	$0	$969,210	$1,011,747	$0
511800	Vacation and Sick Term Payout	$548,442	$548,442	$44,123	$0	$504,319	$548,442	$0
522501	Health Insurance-General	$11,000,000	$11,000,000	$0	$0	$11,000,000	$11,000,000	$0
529001	Car Allowance	$104,800	$104,800	$26,520	$0	$78,280	$104,800	$0
529003	Meal Allowances	$15,000	$15,000	$9,321	$2,712	$2,967	$15,000	$0
Subtotal Salaries		**$94,945,569**	**$94,945,569**	**$20,104,517**	**$66,371**	**$74,774,681**	**$94,771,570**	**$173,999**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$846,663	$2,153,337	$1,200,000	$4,300,000	($100,000)
533020	Consulting Services	$269,796	$269,796	$8,313	$57,234	$204,250	$269,796	$0
533100	Auditing	$64,000	$64,000	$59,167	$4,833	$0	$64,000	$0
539005	Sporting Officials	$25,000	$25,000	$271	$0	$24,729	$25,000	$0
539008	Messenger Service	$40,000	$40,000	$8,789	$25,058	$6,153	$40,000	$0
543000	General Repairs & Maintenance	$1,546,830	$1,546,830	$373,969	$377,440	$795,420	$1,546,830	$0
543011	Maintenance - Service Contracts	$920,000	$920,000	$204,776	$489,076	$226,148	$920,000	$0
544002	Building Rental	$581,542	$581,542	$233,461	$320,445	$27,636	$581,542	$0
545002	Water	$275,000	$275,000	$34,308	$0	$240,692	$275,000	$0
545006	Electricity	$3,900,000	$3,900,000	$1,240,898	$0	$2,659,102	$3,900,000	$0
545013	Security/Safety	$100,000	$100,000	$52,811	$17,644	$29,546	$100,000	$0
551000	Pupil Transportation	$20,916,330	$20,916,330	$3,192,853	$17,123,477	$600,000	$20,992,829	($76,499)
553001	Postage	$45,000	$45,000	$9,443	$0	$35,557	$45,000	$0
553002	Telephone	$200,000	$200,000	$115,727	$38,630	$45,643	$200,000	$0
553005	Wide-area Network (SBC)	$100,408	$100,408	$38,047	$54,217	$8,143	$100,408	$0
556055	Tuition - Outside	$19,600,856	$19,600,856	$2,414,771	$8,884,464	$8,301,621	$19,600,856	$0
556056	Purchased Service - Outside	$4,655,000	$4,655,000	$401,483	$2,277,862	$1,975,655	$4,655,000	$0
557000	Tuition Reimbursement	$15,000	$15,000	$4,874	$0	$10,127	$15,000	$0
558000	Travel Expenses	$5,000	$5,000	$0	$0	$5,000	$5,000	$0
559001	Advertising	$13,000	$13,000	$0	$0	$13,000	$13,000	$0
559002	Printing & Binding	$18,000	$18,000	$4,080	$0	$13,920	$18,000	$0
559104	Insurance - Athletics	$22,351	$22,351	$19,851	$0	$2,500	$19,851	$2,500
Subtotal Purchased Services		**$57,513,113**	**$57,513,113**	**$9,264,554**	**$31,823,717**	**$16,424,842**	**$57,687,112**	**($173,999)**
Supplies/Materials								
561100	Instructional Supplies	$1,392,104	$1,392,104	$414,419	$343,433	$634,253	$1,392,104	$0
561200	Office Supplies	$75,590	$75,590	$13,444	$8,931	$53,215	$75,590	$0
561210	Intake Center Supplies	$3,500	$3,500	$2,438	$307	$756	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$17,471	$1,515	$31,014	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$1,730	$1,509	$4,761	$8,000	$0
561501	Diesel	$160,284	$160,284	$37,191	$96,379	$26,714	$160,284	$0
561503	Gasoline	$208,294	$208,294	$40,646	$115,421	$52,227	$208,294	$0
561505	Natural Gas	$1,650,000	$1,650,000	$182,526	$0	$1,467,474	$1,650,000	$0
561507	Janitorial Supplies	$465,000	$465,000	$275,437	$34,309	$155,254	$465,000	$0
561508	Electrical Supplies	$60,000	$60,000	$5,679	$9,164	$45,157	$60,000	$0
561509	Plumbing Supplies	$110,000	$110,000	$56,297	$20,861	$32,842	$110,000	$0
561510	Building & Ground Supplies	$200,000	$200,000	$79,392	$44,711	$75,897	$200,000	$0
561511	Propane	$338,500	$338,500	$118,866	$219,634	$0	$338,500	$0
567000	Clothing Supplies	$50,000	$50,000	$0	$48,975	$1,025	$50,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$149	$1,635	$217	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$2,313	$2,287	$10,400	$15,000	$0
569029	Athletic Supplies	$137,896	$137,896	$42,384	$41,838	$53,675	$137,896	$0
Subtotal Supplies/Materials		**$4,926,168**	**$4,926,168**	**$1,290,382**	**$990,908**	**$2,644,879**	**$4,926,168**	**$0**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$3,336	$664	$11,000	$15,000	$0
575200	Office Equipment	$170,000	$170,000	$54,836	$4,991	$110,173	$170,000	$0
575408	Plant Equipment	$40,000	$40,000	$2,767	$8,019	$29,215	$40,000	$0
Subtotal Property		**$225,000**	**$225,000**	**$60,938**	**$13,674**	**$150,388**	**$225,000**	**$0**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$0	$12,000	$0	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$6,900	$0	$13,800	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$0	$0	$9,450	$9,450	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$1,584	$0	$8,416	$10,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$300	$0	$2,700	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$34,024	$4,457	$26,519	$65,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$145,000	$145,000	$129,510	$0	$15,490	$145,000	$0
Total Other/Miscellaneous		**$765,150**	**$765,150**	**$672,318**	**$16,457**	**$76,375**	**$765,150**	**$0**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$31,392,709**	**$32,911,127**	**$94,071,165**	**$158,375,000**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$71,617,091**	**$71,617,091**	**$13,308,325**	**$0**	**$58,308,766**	**$71,617,091**	**$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		**$75,242,091**	**$75,242,091**	**$13,308,325**	**$0**	**$61,933,766**	**$75,242,091**	**$0**
GRAND TOTAL ALL FUNDING		**$233,617,091**	**$233,617,091**	**$44,701,034**	**$32,911,127**	**$156,004,931**	**$233,617,091**	**$0**

#10

WATERBURY
PUBLIC SCHOOLS

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

Date: November 26, 2025

To: Honorable Board of Education
Dr. Darren Schwartz, Superintendent
Mayor Paul K. Pernerewski, Jr.

From: Nicholas Albini, Chief Operating Officer

Subject: Construction Contract for RFP#8595 Design and Build Rooftop Solar Photovoltaic Systems at Five Schools

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Kindly give favorable consideration by approving the attached Construction Contract for the Design and Build Rooftop Solar Photovoltaic Systems at Five Schools (the "Construction Contract") between the City of Waterbury and All-Electric Construction & Communication, L.L.C. ("All-Electric" or "Contractor"). These solar photovoltaic systems (the "Projects") will be constructed at B.W. Tinker Elementary School, M.M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School. Responses to RFP#8595 were received and All-Electric was interviewed. The selection committee unanimously agreed that the RFP#8595 should be awarded to All-Electric.

The Construction Contract value is $2,450,000.00, which consists of a base fee of $2,371,314.42, and an Owner's Controlled Contingency Allowance ("OCCA") of $78,685.58. The Construction Contract will be funded through a $3.6 million bond authorization previously approved by the Board of Aldermen on September 23, 2024, and through a state grant from the CT Department of Administrative Services Office of Grant Administration, which will reimburse the City at the rate of 78.93%. The solar Projects may also be eligible for a Federal Investment Tax Credit elective payment that could further reduce the overall cost to the City. The Contractor shall establish the "beginning of construction" of the Projects according to the applicable Federal Internal Revenue Service guidance for purposes of safe harboring the Federal Investment Tax Credits for the Projects on or before July 3, 2026, shall Substantially Complete all work and services required under this Construction Contract within 270 consecutive calendar days of the City's written Notice to Proceed ("NTP"), and shall reach Final Completion of all work and services required under this Construction Contract within 365 consecutive calendar days of the City's written NTP.

Attached please find the Construction Contract between the City of Waterbury and All-Electric along with all relevant materials. One record copy, along with six copies of the contract documents, will be submitted to City Clerk.

CONSTRUCTION CONTRACT
for
DESIGN AND BUILD ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS
AT FIVE SCHOOLS
between
The City of Waterbury, Connecticut
and
All-Electric Construction & Communication, L.L.C.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and All-Electric Construction & Communication, L.L.C., (the "Contractor" or "All-Electric"), located at 180 Wampus Lane, Milford, Connecticut 06460, a State of Connecticut duly registered Domestic Corporation (the City and the Contractor jointly referred to as the "Parties" to this Agreement).

WHEREAS, the City's purchases under the Agreement will be funded by state grant monies received by the City through the State of Connecticut, Department of Administrative Services ("DAS"), Office of Grants Administration ("OGA"); and

WHEREAS, the Contractor submitted a proposal to the City in response to **Request for Proposal ("RFP") Number 8595** for **DESIGN AND BUILD ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS AT FIVE SCHOOLS**, at five properties owned by the City and located at 1255 Hamilton Avenue (Wendell L. Cross Elementary School), 3196 East Main Street (M.M. Generali Elementary School), 1443 Thomaston Avenue (Sprague Elementary School), 809 Highland Avenue (B.W. Tinker Elementary School), and 483 Chase Parkway (West Side Middle School).

WHEREAS, the City accepted the Contractor's proposal for **RFP Number 8595**; and

WHEREAS, the City desires to obtain the Contractor's services for **DESIGN AND BUILD ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS AT FIVE SCHOOLS** pursuant to the terms, conditions and provisions set forth in this Agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a

satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and 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 **DESIGN AND BUILD ROOFTOP SOLAR PHOTOVOLTAIC SYSTEMS AT FIVE SCHOOLS**, at five properties owned by the City and located at 1255 Hamilton Avenue (Wendell L. Cross Elementary School), 3196 East Main Street (M.M. Generali Elementary School), 1443 Thomaston Avenue (Sprague Elementary School), 809 Highland Avenue (B.W. Tinker Elementary School), and 483 Chase Parkway (West Side Middle School) (collectively the "Premises" or "Sites") as detailed and described in **Attachment A** (the "Proposal Documents") that is hereby made a material provision of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8595** and all the attachments thereto (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8595** Addendum #1, dated November 4, 2025, and consisting of 24 pages, and Addendum #2, dated November 10, 2025, and consisting of 10 pages (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.3 Contractor's Response to **RFP Number 8595**, dated November 17, 2025, and consisting of 74 pages (attached hereto);

1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit and Acknowledgement of Receipt of "Ethics and Conflicts of Interest Code" (incorporated by reference);

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (if applicable) (attached hereto);

1.1.7 Special Conditions consisting of 17 pages (attached hereto);

1.1.8 General Conditions consisting of 42 pages (attached hereto);

1.1.9 State Wage Rate Documentation (attached hereto);

1.1.10 Any and 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 (incorporated by reference); and

1.1.12 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

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

1.2.1 Federal laws and regulations

1.2.2 State, and local laws, regulations, charter and ordinances

1.2.3 Contract Amendment(s) and Change Orders

1.2.4 Contract

1.2.5 **RFP Number 8595** and all the attachments thereto

1.2.6 Contractor's Response to **RFP Number 8595**

1.2.7 Special Conditions

1.2.8 General Conditions

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 that City relies upon these 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 or any designated representative of 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 Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to City a copy of the Contractor'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 responsibilities to examine and to be thoroughly familiar with the City's proposal documents, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal it reviewed or was afforded opportunity, by the City and/or its designated representatives, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services 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 proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from by the City and/or its designated representatives;

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 failure to conduct Due Diligence and it shall assume any and all resulting costs incurred during the Project, including but not limited to, adherence to specifications and pricing for the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, or any additional cost otherwise required, during the performance of its services, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs, including but not limited to those associated with modification or delay;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, the 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 and/or its designated representatives written notice of any conflict, error or discrepancy that the Contractor discovered in the Proposal Documents;

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

3.1.8 it has studied carefully all reports of investigations and tests of 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 Contract; 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. Failure to correct, or to act diligently to correct, any condition which the City and/or its designated representatives 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, the City and/or its designated representatives may, but shall not be required to, correct the same at Contractor's expense. The City and/or its designated representatives shall confirm 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 its services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 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 and/or its designated representatives to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.4.1 To the extent the Contractor is required to be on City property to render its services hereunder during the school day, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during normal school business hours from 7:30 am to 3:00 pm Monday to Friday.

3.5. Cleaning Up and Restoration Work. The Contractor shall at all times 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, City and/or its designated representatives may remove the rubbish and charge the cost to the Contractor.

3.5.1 A dumpster must remain on Site during the duration of the project, and shall be emptied at the end of each week (on Friday). Upon completion of the Project the dumpster and all other remnants of construction shall be removed from the Site.

3.5.2 At the end of each workday the Site must be left clean, tidy and secure. Materials shall be stored in such a manner that they are protected from damage.

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 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. 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.

3.7.1 All solar modules, racking systems, inverters, monitoring and other equipment shall be new with acceptable warranties that meet industry standards for Tier 1 equipment and are UL Listed. The major system components should come from the approved vendors listed in Tabe 3 of the Project Manual, and the minimum product warranties for these system components should comply with the warranty terms in Table 4 of the Project Manual.

3.8. Contractor's Employees and Subcontractors. The Contractor shall at all times enforce strict discipline and good order among its employees, subcontractors, and its subcontractor's 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.

3.8.1 Background checks. All personnel of the Contractor, including those of their subcontractors, are subject to a background check at the expense of the Contractor. The Contractor and any subcontractors must submit their licenses to the City for the background check.

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 with regard to 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 Premises.

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 similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Roof Warranties. The Contractor shall perform work in such a manner to ensure the roof warranty and/or the roofing contractor's workmanship warranties (where

applicable) are not impacted. The Contractor is responsible for securing an overburden waiver from the roofing manufacturer, including but not limited to any required inspections, fees, documentation, and coordination with the roofing manufacturer, and the roofing contractor.

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

3.14. System Design. The Contractor shall design a front-of-the-meter, Buy-All-Sell-All solar photovoltaic installation that will interconnect to an existing utility-owned transformer at each Site. The Contractor shall develop a fully engineered System for each Site that is in compliance with all applicable building and electrical codes, zoning regulations, industry best practices and utility interconnection requirements. All construction documents must be signed and sealed by professional engineers registered with the State of Connecticut. Each System must have a minimum anticipated useful life of 20 years, and each System shall generate electrical power for the entirety of the minimum lifetime.

3.14.1 The Contractor shall reference Exhibit 4 of the Project Manual; which are representative site plans depicting usable roof areas; however, the Contractor is not required to match the exact footprint of the module layout depicted in these representative site plans.

3.14.2 The City has obtained Eversource Non-residential Renewable Energy Solutions ("NRES") Program incentives for each of the five school solar projects. The NRES Program information is summarized in Table 2 in the Project Manual. In order to develop a system size, the Contractor shall consider the NRES size, available roof space, contingent approval, production modeling and structural capacity. High resolution drone imagery of each school is available in Exhibit 5 of the Project Manual for use in system design.

3.14.3 The Contractor's final system designs and installation must comply with the electrical specifications in Exhibit 6 of the Project Manual.

3.14.4 The Contractor, through a Connecticut licensed professional engineer, shall perform a structural assessment of each project site's rooftop in order to confirm that the existing roof structure has an available load capacity suitable for supporting

a standard ballasted and/or attached photovoltaic (PV) racking system. The engineered racking system must be designed to secure the modules and withstand wind uplift, in accordance with applicable codes and industry standards, and according to the specifications in Part 2.7 of the Project Manual.

i. If the Contractor chooses to load and stage materials on the roof during construction they must engage with a Connecticut licensed professional structural engineer to prepare a loading plan. Such a plan must identify acceptable locations for staging materials, the allowable weight and setback requirements between staging areas. All materials staged on the roof must remain properly secured at all times. The Contractor shall field coordinate roof staging areas to ensure materials will not interfere with work of other tradespeople.

3.15. Electrical interconnection. All five Sites will participate in the CT NRES Buy-All, Sell-All incentive program, with each PV System operating front-of-the-meter through a newly installed dedicated service. The Contractor must be familiar with all applicable interconnection requirements, solar interconnection guidelines, and NRES program rules. The Contractor is fully responsible for the interconnection application process and securing contingent approval for construction with the utility company for each awarded System. This includes but is not limited to the riser diagram, site plan, standard application fees, and meter fees, if applicable. The final system design plans must include the method for connecting the System into the existing electrical service equipment of the Site, along with details and specifications on modules, inverters, rapid shutdown devices, monitoring, balance of system electrical components, labeling, and wire management protocols.

3.15.1 The Contractor may route conduits along the building exterior, provided the following conditions are met: **(i)** exact routing of conduit is field coordinated and approved by the City; and **(ii)** conduits must be painted to match the building exterior.

3.16. Utility Coordination. The Contractor is responsible for all utility coordination, testing requirements, and associated fees necessary to achieve approval to energize and an executed interconnection agreement for each System at each of the five Sites.

3.17. Commissioning. The Contractor shall be responsible for full commissioning of the Systems at the five Sites to confirm that the installation is in accordance with the construction documents and compliant with all applicable codes and standards. The Contractor shall coordinate and review the commissioning procedures and schedule with the City in advance of testing activities. As part of the commissioning process, the

Contractor shall perform all necessary system testing to verify proper installation, functionality, and safety of all photovoltaic system components, as detailed in Part 2.15 of the Project Manual.

3.18. NRES Incentive. The Contractor is responsible for registering the NRES Incentive with all agencies as needed to ensure the City of Waterbury receives the NRES revenue. The Contractor must ensure that the City's NRES Program Performance Assurance is returned to the City following registration of the NRES with all relevant agencies.

3.19. Training. The Contractor shall provide key school staff and District personnel with training that must cover emergency response, specific protocols for personnel who may interact with the rooftop photovoltaic system, and general awareness, as detailed in Part 2.12.H of the Project Manual. A video of the training, as well as copies of all written materials or presentations, shall be provided to the District and the City Public Works Department, for future use and reference by the City.

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

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

3.21. 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.

3.22. 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.

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 City will endeavor to secure, where feasible and where 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 its Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

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

5. Contract Time. The Contractor shall establish the "beginning of construction" of the Project according to the applicable Federal Internal Revenue Service guidance for purposes of safe harboring the Federal Investment Tax Credits for the Project on or before July 3, 2026, shall Substantially Complete all work and services required under this Contract within 270 consecutive calendar days of the City's written Notice to Proceed ("NTP"), and shall reach Final Completion of all work and services required under this Contract within 365 consecutive calendar days of the City's written NTP.

5.1. Project Schedule. Within one (1) week of the City's issuance of its written NTP, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a Project 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. Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor 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 Contract Time including milestones, Substantial and Final Completion Dates are reasonable for the completion of the Project.

5.2.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars and Zero Cents ($500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, and 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.

5.2.2 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, all other actual expenses, and all other damages allowed by law, including attorney's fees.

5.2.3 It is expressly agreed and understood with respect to damages incurred hereunder, the City is the intended third-party beneficiary of this Contract and any damages the City suffers under this Contract because of Contractor's breach shall be actionable and an event of default, subject to damage calculation hereunder.

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO MILLION, FOUR-HUNDRED AND FIFTY THOUSAND DOLLARS ($2,450,000.00)** (hereinafter referred to as "Total Compensation") with the basis for payment being Contractor's "Attachment E – Price Proposal, dated November 13, 2025," of TWO MILLION, THREE HUNDRED AND SEVENTY ONE THOUSAND, THREE HUNDRED AND FOURTEEN DOLLARS, AND FORTY TWO CENTS ($2,371,314.42), set forth in **Attachment A**, and the Owner Controlled Contingency Allowance in the amount of SEVENTY EIGHT THOUSAND, SIX HUNDRED AND EIGHTY FIVE DOLLARS, AND FIFTY EIGHT CENTS ($78,685.58), as detailed in this Section 6.1. To allocate a portion of the Owner Controlled Contingency Allowance to a portion of the Project for any purpose, the Contractor and City must follow the Change Order procedure described in Section 27 of this Agreement. To the extent that any portion of the Owner Controlled Contingency Allowance remains unallocated on the date of Final Completion of the Project, as defined in Section 35.8, and after the issuance of Final Payment to the Contractor for the Project, as described in Section 6.9, the remaining, unused portion of the Owner Controlled Contingency Allowance shall be the City's.

6.1.1 Wendell L. Cross (DAS No. 151-0310PV).....$359,500.28
6.1.2 M.M. Generali (DAS No. 151-0311PV).....$382,172.35
6.1.3 Sprague (DAS No. 151-0312PV) $361,501.84
6.1.4 B.W. Tinker (DAS No. 151-0313PV).....$633,079.88
6.1.5 West Side (DAS No. 151-0314PV).....$635,060.07
6.1.6 Contractor's Price Proposal for all five (5) schools $2,371,314.42
6.1.7 Owner Controlled Contingency Allowance $78,685.58
6.1.8 Total Compensation $2,450,000.00

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

6.3. Limitation of Payment. Compensation payable 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. This Contract pertains to projects funded in whole or in part, by monies received by the City through the State of Connecticut, DAS OGA. This Contract also pertains to projects that may be funded in part by monies received through the Federal Investment Tax Credit for certain clean energy systems. 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 tax or other payment obligations to the City.

6.3.3 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.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP Number 8595** 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, Employees. The Contractor shall be responsible to the City for the suitability of all labor, 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 of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, 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 monies that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Review of Work. The Contractor shall permit the City and/or its designated representatives to review, at any time, all work performed under the terms of this Contract at any stage of the Project. The City shall not certify fees for payment to the Contractor until the City and/or its designated representatives determines that the Contractor has completed the work in accordance with the requirements of this Contract.

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 can not 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 on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of 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.

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)** seven hundred thirty (730) 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 period 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 any and 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. 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.

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

8. Passing of Title and Risk of Loss.

8.1. City 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 up to and including the date title passes, except that the City shall be responsible for loss or damage caused by the City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site 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 Waterbury Public Schools, the City, and its Boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the 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)** attributable to enforcement action or any claim for breach of the Contractor's duties hereunder; or **(iv)** claims 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. Any and all claims against the Waterbury Board of Education, the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, 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 Waterbury Board of Education, the City or any of its boards, agents, employees or officers 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 Waterbury Board of Education, the City and its boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the Waterbury Board of Education and 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 Waterbury Board of Education and 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's, 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 Waterbury Board of Education and the City from any fine, penalty or other amounts imposed on the Waterbury Board of Education and 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)** 730 calendar days after the City delivers its written notice of its acceptance of the Project.

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 so 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 VIII 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/or its designated representatives 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's 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, at all times during which the services are to be performed by the Contractor:

11.4.1. General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City and/or its designated representatives 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 Each Accident
Any Auto, All Owned and Hired Autos

Providing coverage to protect the City and/or its designated representatives 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:
Employer Liability (EL):
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limit
Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

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

11.4.5. Builder's Risk/Installation Floater Insurance:
$1,000,000.00 each Occurrence OR,
Limits equaling the Value of the Project

11.4.6. Contractors Pollution Liability Insurance:
$1,000,000.00 each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos and Lead

11.4.7. Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$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 and Waterbury Board of Education 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: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City, and Waterbury Board of Education as additional insured and provide waiver of subrogation on all policies except Builder's Risk. 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, and Waterbury Board of Education subject to 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, and Waterbury Board of Education, as follows: "The City of Waterbury and Waterbury Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builder's Risk/Installation Floater Insurance and Professional Liability." The City's Request for Proposal 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).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9. Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and

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

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.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as may be amended from time to time.

12.4.1. Definitions. For purposes of Section 12.4 and Section 13.3 of this Contract

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or
(B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii)

possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2. The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a- 60g, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.

12.4.3. The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4. Set-Aside requirements. Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5. Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

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. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as may be amended from time to time, 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, status as a veteran, 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 affirmative 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, status as a veteran, 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, 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.

(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 Public Act 23-204, and as may be amended from time to time, 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 that 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;

(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; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

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 day 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, as a result 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. Housing and Urban Development Section 3 Clause. – DOES NOT APPLY

In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of

the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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 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 City 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 actually 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 in the event that sufficient funds to provide for City payment(s) under this Contract are 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. With regard to 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, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement or otherwise as the City may in its sole judgment deem expedient.

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 City, all documents and other tangible items furnished by, or owned, leased, or licensed by, City, and (ii) 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; and

17.2. Change of law, order, proclamation, regulation, ordinance, or governmental requirement that prevents the performance of this Contract.

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, 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 Waterbury Public Schools and the City as additional insured and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

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

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as 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 Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, 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. 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 of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

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

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, 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 Number 8595** and **(ii)** the Contractor's response to **RFP Number 8595.** Said historical documents are attached hereto or incorporated by reference 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 due to the fact that 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 its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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: Patrick Lewis, President
All-Electric Construction & Communication, L.L.C.
180 Wampus Lane
Milford, CT 06460

City: James Nardozzi, Executive Director
C/O Waterbury Development Corporation
83 Bank Street, 3rd Floor
Waterbury, CT 06702

With copy to: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd 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 or not 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 the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/content/9569/9605/9613/15125.aspx [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19." For Chapter 38, click on "TITLE III: ADMINISTRATION," then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM." For Chapter 39, click on "TITLE III: ADMINISTRATION," then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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 Waterbury Development Corporation (WDC), the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and (iii) any other identified Project Milestone.

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 City's, or a 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 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract

35.10 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.

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

35.12 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.

35.13 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.

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

35.15 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.

35.16 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.

35.17 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.

35.18 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: Waterbury Development Corporation, acting on behalf of the City of Waterbury.

[Signature page follows]

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date:_____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

All-Electric Construction & Communication L.L.C.

By:_____
Patrick Lewis
President

Date:_____

ATTACHMENT A

1.1.1 **RFP Number 8595** and all of the attachments thereto (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8595** Addendum #1, dated November 4, 2025, and consisting of 24 pages, and Addendum #2, dated November 10, 2025, and consisting of 10 pages (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.3 Contractor's Response to **RFP Number 8595**, dated November 17, 2025, and consisting of 74 pages (attached hereto);

1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit and Acknowledgement of Receipt of "Ethics and Conflicts of Interest Code" (incorporated by reference);

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (attached hereto);

1.1.7 Special Conditions consisting of 17 pages (attached hereto);

1.1.8 General Conditions consisting of 42 pages (attached hereto);

1.1.9 State Wage Rate Documentation (attached hereto);

1.1.10 Any and 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 (incorporated by reference); and

1.1.12 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

ALL ELECTRIC LLC
CONSTRUCTION & COMMUNICATION

180 Wampus Lane | Milford, CT 06460 | O 203.535.1244 | F 203.691.7969
E1-200759 HIC-0639905 MCO-0903497

All Electric Construction & Communication is a full service Electrical, Solar, Generator and Low Voltage Contractor. All Electric is an S-Corp with Patrick Lewis being 100% Owner. We are a certified SBE & DAS contractor and have up to date Affirmative Action policies. We employ an average of sixty to one hundred licensed Journeymen, Wiremen, Data Technicians and Apprentices. All our foremen are OSHA 30 certified, all other employees are OSHA 10 certified and held to our code of ethics. We cover all of Connecticut, Southern Massachusetts, New Jersey, and Vermont regularly. Our capabilities to cover the entire 50 States is on a per project basis.

Our Milford, CT office is a 15,000 square foot facility housing our administrative offices and warehouse. We pride ourselves on our customer service including 24hr on call service supported by twenty service vehicles. We come fully equipped with excavating equipment, concrete cutting machines, core drilling equipment, Sin Wave Testing and IV Curve testing equipment.

Licensing Includes, but is not limited to:

E-1/E-2 licenses - OSHA 30hr – First Aid/CPR - Hazwopper-40hr
Commscope/Uniprise Certified Installer - CEFIA Certified - NABCEP Certified - Kohler Engine Certified - Generac Engine Certified - GE/Briggs & Stratton Engine Certified
MCO and HIC Licensed

Contact Information

Patrick Lewis

Owner

Pat@allelectricct.com (Cell) 203-996-1575

E-1- 0200759

25+ years of industry experience

Here are a few of our completed relevant projects:

City of Milford Board of Education - Milford, CT

Jonathan Law HS: 612KW Rooftop
East Shore Middle: 291KW Rooftop
Mathewson Elementary: 135KW Rooftop
Pumpkin Delight: 81KW Rooftop
Orchard Hills: 102KW Rooftop
Milford Academy: 52KW Rooftop
West Shore Middle-223.04 KW Rooftop
JFK School- 115.7 KW Rooftop
Live Oaks School- 85.47 KW Rooftop
Meadowside School-97.5 KW Rooftop
Calf Penn School – 70.85 KW Rooftop
Margerat Egan Center- 76.37 KW Rooftop

Skyview Ventures	Micah Brill 314-757-1363	micah.brill@skyviewventures.com
City of Milford	Patrick Bradbury- 203-783-3430	pbradbury@milforded.org

Town of Fairfield - Fairfield, CT

Tennis Center: 100KW Ground Mount
Baseball Field: 25KW Ground Mount
Woods Library: 60KW Rooftop
Woods Middle School: 110KW Rooftop
Riverfield Middle School: 107KW Rooftop
Jennings Fire House: 30KW Thin Film
Recreation Dept: 150KW Carport
Public Works Garage: 50KW Rooftop
Warde High School: 411KW Carport
Ludlowe High School: 579KW Carport

Skyview Ventures	Micah Brill 314-757-1363	micah.brill@skyviewventures.com
Town of Fairfield	Sal Morabito- 203-767-2129	smorabito@fairfieldschools.org

City of East Haven Schools – East Haven, CT

East Haven High School – 1,244KW Rooftop
Melillo School – 258.99KW Rooftop
Tuttle School – 129.6KW Rooftop
Deer Run School – 259.96KW Rooftop
Ferrara School – 181.3KW Rooftop
Overbrook School – 161.21KW Rooftop

City of East Haven	Joseph Carforea	eh.mayor@att.net

Town of Newtown Schools – Newtown, CT

Newtown HOM School – 299.75KW Rooftop
Newtown Town Hall – 168.3KW Rooftop
Newtown WWTP – 298.12KW Ground Mount
Community Center – 129.6KW Rooftop
Hook and Ladder – 62.4KW Rooftop
Police Station – 130KW Rooftop

Town of Newtown	Fred Hurley	fred.hurley@newton-ct.gov

Town of Ridgefield Schools – Ridgefield, CT

Ridgefield High School – 1,100KW Carport
Scotts Ridge School – 130KW Rooftop
Barlow Mountain School – 131.3KW Rooftop
Ridgebury School – 128.79KW Rooftop

Town of Ridgefield	Jake Muller	dpssuper@ridgefieldct.gov

More available upon request including:

Town of New Cannan

Town of Meriden

Town of Litchfield

Town of Watertown

Town of South Windsor

City of New Haven

Town of Manchester

Town of Derby

City of Ansonia

Town of New Milford

Prposer Name	All Electric Construction & Communication	
Project Information		
Project Location	B.W. Tinker Elementary School	
DAS State Project Number:	151-0313 PV	
System Specifications		
System Size (kW-ac)	100 kW	
System Size (kW-dc)	159.30 kW	
Production (kWh-ac)	1,238.5 kWh	
	Line Item Cost ($)	
Module	$	55,755.00
Inverter	$	14,337.00
Rapid Shutdown Devices	$	17,523.00
Racking Product	$	31,860.00
Racking Subcomponents - Slipsheets	$	4,779.00
Racking Subcomponents - Ballast Blocks	$	4,779.00
Racking Subcomponents - Mechanical Attachments	$	4,779.00
Monitoring	$	1,593.00
Balance of System Components	$	19,116.00
Engineering	$	6,372.00
Permitting	$	1,593.00
Interconnection	$	3,186.00
General Conditions	$	50,179.50
Overhead & Profit (OH&P)	$	41,696.78
Construction - Electrical	$	44,604.00
Construction - Site/Mechanical	$	57,348.00
Total Project Cost	$	359,500.28
Equiment Specifications		
Module - Manufacturer	Seg Solar	
Module - Model & Wattage-DC	SEG-590-BTA-BG	
Inverter - Manufacturer	Solaredge	
Inverter - Model & Wattage-AC	SE50KUS	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	Solaredge C651U	
Racking - Manufacturer	KB Racking	
Racking - Model	Aerogrid	
Data Acquistion System - Manufacturer/Model	Solaredge	

Proposer Name	All Electric Construction & Communication
Project Information	
Project Location	M.M. Generali Elementary School
DAS State Project Number:	151-0311 PV
System Specifications	
System Size (kW-ac)	120 kW
System Size (kW-dc)	172.87 kW
Production (kWh-ac)	1,288.60 kWh

	Line Item Cost ($)
Module	$ 60,504.50
Inverter	$ 8,643.50
Rapid Shutdown Devices	$ 19,015.70
Racking Product	$ 34,574.00
Racking Subcomponents - Slipsheets	$ 5,186.10
Racking Subcomponents - Ballast Blocks	$ 5,186.10
Racking Subcomponents - Mechanical Attachments	$ 5,186.10
Monitoring	$ 1,728.70
Balance of System Components	$ 20,744.40
Engineering	$ 6,914.80
Permitting	$ 1,728.70
Interconnection	$ 3,457.40
General Conditions	$ 54,454.05
Overhead & Profit (OH&P)	$ 44,211.50
Construction - Electrical	$ 48,403.60
Construction - Site/Mechanical	$ 62,233.20
Total Project Cost	$ 382,172.35

Equipment Specifications	
Module - Manufacturer	Seg Solar
Module - Model & Wattage-DC	SEG-590-BTA-BG
Inverter - Manufacturer	Solaredge
Inverter - Model & Wattage-AC	SE120KUS
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	Solaredge C651U
Racking - Manufacturer	KB Racking
Racking - Model	Aerogrid
Data Acquistion System - Manufacturer/Model	Solaredge

Proposer Name	All Electric Construction & Communication	
Project Information		
Project Location	Sprague Elementary School	
DAS State Project Number:	151-0312 PV	
System Specifications		
System Size (kW-ac)	120 kW	
System Size (kW-dc)	1693.52 kW	
Production (kWh-ac)	1,305.8 kWh	
	Line Item Cost ($)	
Module	$	57,232.00
Inverter	$	8,176.00
Rapid Shutdown Devices	$	17,987.20
Racking Product	$	32,704.00
Racking Subcomponents - Slipsheets	$	4,905.60
Racking Subcomponents - Ballast Blocks	$	4,905.60
Racking Subcomponents - Mechanical Attachments	$	4,905.60
Monitoring	$	1,635.20
Balance of System Components	$	19,622.40
Engineering	$	6,540.80
Permitting	$	1,635.20
Interconnection	$	3,270.40
General Conditions	$	51,508.80
Overhead & Profit (OH&P)	$	41,820.24
Construction - Electrical	$	45,785.60
Construction - Site/Mechanical	$	58,867.20
Total Project Cost	$	361,501.84
Equiment Specifications		
Module - Manufacturer	Seg Solar	
Module - Model & Wattage-DC	SEG-590-BTA-BG	
Inverter - Manufacturer	Solaredge	
Inverter - Model & Wattage-AC	SE120KUS	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	Solaredge C651U	
Racking - Manufacturer	KB Racking	
Racking - Model	Aerogrid	
Data Acquistion System - Manufacturer/Model	Solaredge	

Proposer Name	All Electric Construction & Communication	
Project Information		
Project Location	Wendell L. Cross Elementary School	
DAS State Project Number:	151-0310 PV	
System Specifications		
System Size (kW-ac)	200 kW	
System Size (kW-dc)	295.59 kW	
Production (kWh-ac)	1,177.5 kWh	
	Line Item Cost ($)	
Module	$	103,456.50
Inverter	$	29,559.00
Rapid Shutdown Devices	$	32,514.90
Racking Product	$	47,294.40
Racking Subcomponents - Slipsheets	$	-
Racking Subcomponents - Ballast Blocks	$	-
Racking Subcomponents - Mechanical Attachments	$	20,691.30
Monitoring	$	2,955.90
Balance of System Components	$	35,470.80
Engineering	$	11,823.60
Permitting	$	2,955.90
Interconnection	$	5,911.80
General Conditions	$	90,154.95
Overhead & Profit (OH&P)	$	72,936.83
Construction - Electrical	$	70,941.60
Construction - Site/Mechanical	$	106,412.40
Total Project Cost	$	633,079.88
Equiment Specifications		
Module - Manufacturer	Seg Solar	
Module - Model & Wattage-DC	SEG-590-BTA-BG	
Inverter - Manufacturer	Solaredge	
Inverter - Model & Wattage-AC	SE50KUS	
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	Solaredge C651U	
Racking - Manufacturer	KB Racking	
Racking - Model	Aerogrid	
Data Acquistion System - Manufacturer/Model	Solaredge	

Proposer Name	All Electric Construction & Communication
Project Information	
Project Location	West Side Middle School
DAS State Project Number:	151-0314 PV
System Specifications	
System Size (kW-ac)	200 kW
System Size (kW-dc)	290.28 kW
Production (kWh-ac)	1,249.70 kWh

	Line Item Cost ($)
Module	$ 101,598.00
Inverter	$ 29,028.00
Rapid Shutdown Devices	$ 31,930.80
Racking Product	$ 55,153.20
Racking Subcomponents - Slipsheets	$ 8,708.40
Racking Subcomponents - Ballast Blocks	$ 8,708.40
Racking Subcomponents - Mechanical Attachments	$ 8,708.40
Monitoring	$ 2,902.80
Balance of System Components	$ 34,833.60
Engineering	$ 11,611.20
Permitting	$ 2,902.80
Interconnection	$ 5,805.60
General Conditions	$ 88,535.40
Overhead & Profit (OH&P)	$ 73,368.27
Construction - Electrical	$ 69,667.20
Construction - Site/Mechanical	$ 101,598.00
Total Project Cost	$ 635,060.07

Equiment Specifications	
Module - Manufacturer	Seg Solar
Module - Model & Wattage-DC	SEG-590-BTA-BG
Inverter - Manufacturer	Solaredge
Inverter - Model & Wattage-AC	SE50KUS
Rapid Shutdown Device / DC Optimizer - Manufacturer/Model	Solaredge C 51U
Racking - Manufacturer	KB Racking
Racking - Model	Aerogrid
Data Acquistion System - Manufacturer/Model	Solaredge

Design 1 B.W. Tinker Elementary School, 809 Highland ave Waterbury, CT

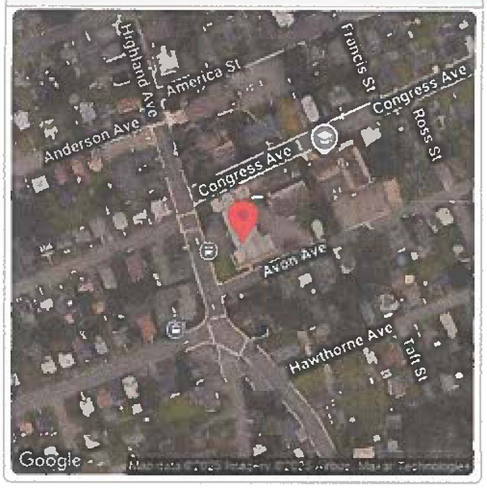
Report

Project Name	B.W. Tinker Elementary School
Project Address	809 Highland ave Waterbury, CT
Prepared By	Patrick Lewis pat@allelectricct.com

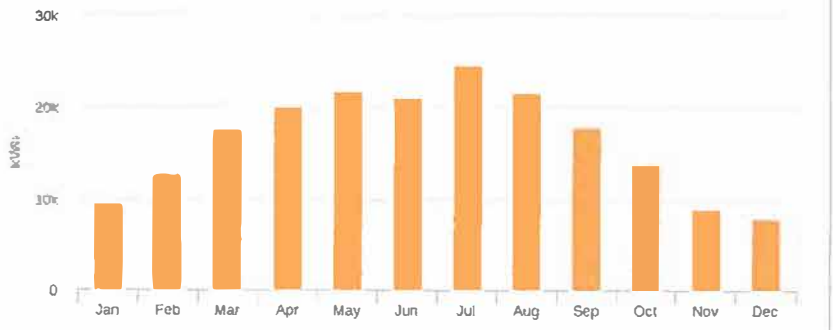
System Metrics

Design	Design 1
Module DC Nameplate	159.30 kW
Inverter AC Nameplate	100.00 kW Load Ratio: 1.59
Annual Production	197.3 MWh
Performance Ratio	82.9%
kWh/kWp	1,238.5
Weather Dataset	TMY, 10km grid (41.55,-73.05), NREL (prospector)
Simulator Version	05d0ca7294-9332add485-6309a1fdfc-c7b8c9fc7d

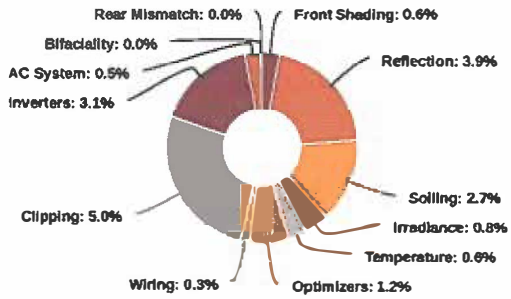
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description		Output	% Delta
Front Irradiance (kWh/m²)	Annual Global Horizontal Irradiance		1,435.1	
	POA Irradiance		1,494.8	4.2%
	Shaded Irradiance		1,486.4	-0.6%
	Irradiance after Reflection		1,429.0	-3.9%
	Irradiance after Soiling		1,390.7	-2.7%
	Total Front Collector Irradiance		**1,390.7**	**0.0%**
Rear Irradiance (kWh/m²) *Supported only for fixed tilt racking*	Surface Irradiance in Collector Plane	Global Incident Irradiance on Surface	287.7	-
		Surface Reflected Irradiance after Albedo	57.5	-80.0%
		Conversion from Surface Area to Collector Area	71.2	
		Surface Irradiance in Collector Plane	**1.0**	**-98.6%**
	Unshaded Irradiance on Rear Side	Surface Irradiance in Collector Plane	1.0	
		Sky Diffuse	0.4	
		Beam Effective	0.0	
		Total Unshaded Irradiance on Rear Side	**1.4**	
	Shaded Irradiance on Rear Side		1.3	-5.1%
	Total Rear Collector Irradiance		**1.3**	
	Effective Rear Collector Irradiance		**1.1**	**-20.0%**
	Total Collector Irradiance		**1,391.7**	
Energy (kWh)	Nameplate		221,721.2	
	Output at Irradiance Levels		220,038.8	-0.8%
	Output at Cell Temperature Derate		218,756.7	-0.6%
	Output after Electrical Mismatch		218,756.4	0.0%
	Output after Rear Mismatch		218,739.9	0.0%
	Optimizer Output		216,107.0	-1.2%
	Optimal DC Output		215,461.2	-0.3%
	Constrained DC Output		204,729.2	-5.0%
	Inverter Output		198,289.6	-3.1%
	Energy to Grid		**197,298.1**	**-0.5%**
Temperature Metrics				
	Avg. Operating Ambient Temp			12.2 °C
	Avg. Operating Cell Temp			19.1 °C
Simulation Metrics				
	Operating Hours			4691
	Solved Hours			4691

Condition Set

Description	Condition Set 2
Weather Dataset	TMY, 10km grid (41.55,-73.05), NREL (prospector)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model

Temperature Model Parameters	Rack Type	a	b	Temperature Delta
	Fixed Tilt	-3.56	-0.075	3°C
	Flush Mount	-2.81	-0.0455	0°C
	East-West	-3.56	-0.075	3°C
	Carport	-3.56	-0.075	3°C

Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	4	4	2	2	2	2	2	2	4	4	4	4

Albedo	J	F	M	A	M	J	J	A	S	O	N	D
	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20

Rear Mismatch Loss	10%	Rear Shading Factor	5%
Module Transparency	0%		
Irradiation Variance	5%		
Cell Temperature Spread	4° C		
Module Binning Range	-2.5% to 2.5%		
AC System Derate	0.50%		

Module & Component Characterizations	Type	Component	Characterization	Bifacial
	Module	SEG-590-BTA-BG (2024) (Seg Solar)	Spec Sheet Characterization, PAN	True
	Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)	Mfg Spec Sheet	N/A
	Inverter	SE50KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)		N/A

Components

Component	Name	Count
Inverters	SE50KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)	2 (100.00 kW)
Strings	10 AWG (Copper)	15 (1,682.7 ft)
Optimizers	C651U (for NA use only) (SolarEdge)	270 (175.50 kW)
Module	Seg Solar, SEG-590-BTA-BG (2024) (590W)	270 (159.30 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	11-19	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 154.72888°	0.9 ft	1x1	125	125	73.75 kW
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 154.72888°	0.9 ft	1x1	99	99	58.41 kW
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 154.72888°	0.9 ft	1x1	24	24	14.16 kW
Field Segment 4	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 154.72888°	0.9 ft	1x1	22	22	12.98 kW

Detailed Layout2



Design 1 M.M Generali Elementary, 3196 E Main Street Waterbury, CT

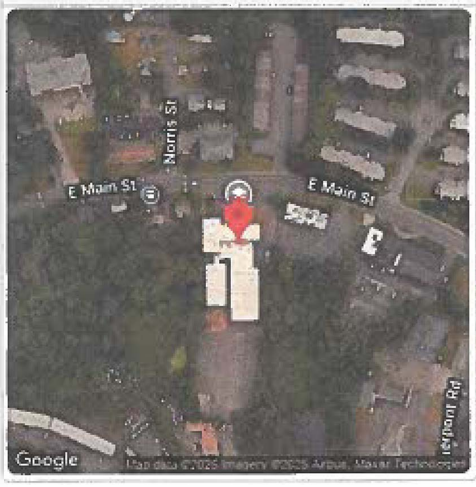
Report

Project Name	M.M Generali Elementary
Project Address	3196 E Main Street Waterbury, CT
Prepared By	Patrick Lewis pat@allelectricct.com

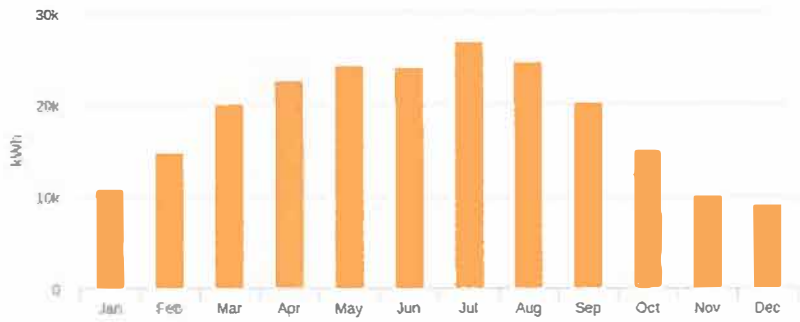
System Metrics

Design	Design 1
Module DC Nameplate	172.87 kW
Inverter AC Nameplate	120.00 kW Load Ratio: 1.44
Annual Production	222.8 MWh
Performance Ratio	85.7%
kWh/kWp	1,288.6
Weather Dataset	TMY, 10km Grid (41.55, -72.95), NREL (prospector)
Simulator Version	05d0ca7294-9332add485-6309a1fdfc-c7b8c9fc7d

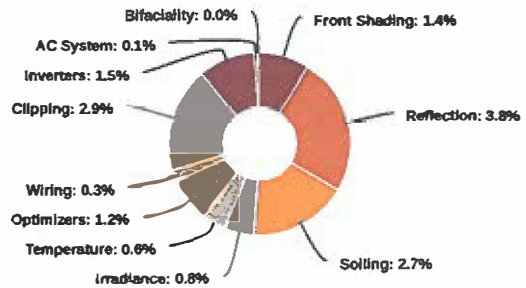
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description		Output	% Delta
Front Irradiance (kWh/m²)	Annual Global Horizontal Irradiance		1,437.3	
	POA Irradiance		1,503.7	4.6%
	Shaded Irradiance		1,483.2	-1.4%
	Irradiance after Reflection		1,427.0	-3.8%
	Irradiance after Soiling		1,388.6	-2.7%
	Total Front Collector Irradiance		**1,388.4**	**0.0%**
Rear Irradiance (kWh/m²) *Supported only for fixed tilt racking*	Surface Irradiance in Collector Plane	Global Incident Irradiance on Surface	284.3	
		Surface Reflected Irradiance after Albedo	56.9	-80.0%
		Conversion from Surface Area to Collector Area	70.4	
		Surface Irradiance in Collector Plane	**0.9**	**-98.7%**
	Unshaded Irradiance on Rear Side	Surface Irradiance in Collector Plane	0.9	
		Sky Diffuse	0.4	
		Beam Effective	0.0	
		Total Unshaded Irradiance on Rear Side	**1.3**	
	Shaded Irradiance on Rear Side		1.2	-5.1%
	Total Rear Collector Irradiance		**1.2**	
	Effective Rear Collector Irradiance		**1.0**	**-20.0%**
	Total Collector Irradiance		**1,389.4**	
Energy (kWh)	Nameplate		240,196.1	
	Output at Irradiance Levels		238,381.8	-0.8%
	Output at Cell Temperature Derate		236,833.4	-0.6%
	Output after Electrical Mismatch		236,833.0	0.0%
	Output after Rear Mismatch		236,816.3	0.0%
	Optimizer Output		233,957.0	-1.2%
	Optimal DC Output		233,186.3	-0.3%
	Constrained DC Output		226,459.6	-2.9%
	Inverter Output		222,990.1	-1.5%
	Energy to Grid		**222,761.8**	**-0.1%**
Temperature Metrics				
	Avg. Operating Ambient Temp			12.1 °C
	Avg. Operating Cell Temp			19.2 °C
Simulation Metrics				
	Operating Hours			4693
	Solved Hours			4693

Condition Set

Description	Condition Set 2
Weather Dataset	TMY, 10km Grid (41.55,-72.95), NREL (prospector)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model

Temperature Model Parameters	Rack Type	a	b	Temperature Delta
	Fixed Tilt	-3.56	-0.075	3°C
	Flush Mount	-2.81	-0.0455	0°C
	East-West	-3.56	-0.075	3°C
	Carport	-3.56	-0.075	3°C

Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	4	4	2	2	2	2	2	2	4	4	4	4

Albedo	J	F	M	A	M	J	J	A	S	O	N	D
	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20

Rear Mismatch Loss	10%	Rear Shading Factor	5%
Module Transparency	0%		
Irradiation Variance	5%		
Cell Temperature Spread	4° C		
Module Binning Range	-2.5% to 2.5%		
AC System Derate	0.50%		

Module & Component Characterizations	Type	Component	Characterization	Bifacial
	Module	SEG-590-BTA-BG (2024) (Seg Solar)	Spec Sheet Characterization, PAN	True
	Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)	Mfg Spec Sheet	N/A
	Inverter	SE120KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)		N/A

Components

Component	Name	Count
Inverters	SE120KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)	1 (120.00 kW)
AC Home Runs	1/0 AWG (Aluminum)	1 (71.9 ft)
Strings	10 AWG (Copper)	8 (3,072.5 ft)
Optimizers	C651U (for NA use only) (SolarEdge)	293 (190.45 kW)
Module	Seg Solar, SEG-590-BTA-BG (2024) (590W)	293 (172.87 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	18-37	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 179.2344°	0.9 ft	1x1	130	130	76.70 kW
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 179.2344°	0.9 ft	1x1	55	55	32.45 kW
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 179.2344°	0.9 ft	1x1	64	64	37.76 kW
Field Segment 4	Fixed Tilt	Landscape (Horizontal)	Module: 5°	Module: 179.2344°	0.9 ft	1x1	44	44	25.96 kW

Detailed Layout2



Design 1 Sprague Elementary, 1443 Thomaston ave Waterbury, CT

Report

Project Name	Sprague Elementary
Project Address	1443 Thomaston ave Waterbury, CT
Prepared By	Patrick Lewis pat@allelectricct.com

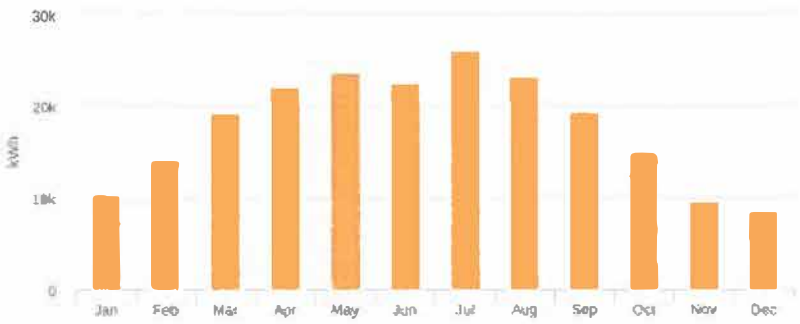
System Metrics

Design	Design 1
Module DC Nameplate	163.52 kW
Inverter AC Nameplate	120.00 kW Load Ratio: 1.36
Annual Production	213.5 MWh
Performance Ratio	84.2%
kWh/kWp	1,305.8
Weather Dataset	TMY, 10km grid (41.55,-73.05), NREL (prospector)
Simulator Version	05d0ca7294-9332add485-6309a1fdfc-c7b8c9fc7d

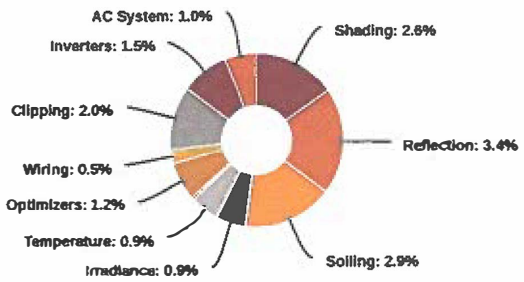
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,435.1	
	POA Irradiance	1,550.4	8.0%
	Shaded Irradiance	1,510.1	-2.6%
	Irradiance after Reflection	1,458.6	-3.4%
	Irradiance after Soiling	1,416.8	-2.9%
	Total Collector Irradiance	**1,416.9**	**0.0%**
Energy (kWh)	Nameplate	231,812.4	
	Output at Irradiance Levels	229,691.6	-0.9%
	Output at Cell Temperature Derate	227,593.7	-0.9%
	Output after Electrical Mismatch	227,396.8	-0.1%
	Optimizer Output	224,642.1	-1.2%
	Optimal DC Output	223,586.3	-0.5%
	Constrained DC Output	219,020.6	-2.0%
	Inverter Output	215,692.8	-1.5%
	Energy to Grid	**213,531.4**	**-1.0%**
Temperature Metrics			
	Avg. Operating Ambient Temp		12.2 °C
	Avg. Operating Cell Temp		19.2 °C
Simulation Metrics			
	Operating Hours		4691
	Solved Hours		4691

Condition Set

Description	Condition Set 2											
Weather Dataset	TMY, 10km grid (41.55,-73.05), NREL (prospector)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	**Rack Type**	**a**	**b**	**Temperature Delta**								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
	East-West	-3.56	-0.075	3°C								
	Carport	-3.56	-0.075	3°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	4	4	4	2	2	2	2	2	4	4	4	4
Albedo	J	F	M	A	M	J	J	A	S	O	N	D
	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Rear Mismatch Loss	10%				**Rear Shading Factor**			5%				
Module Transparency	0%											
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											

	Type	Component	Characterization	Bifacial
Module & Component Characterizations	Module	TSM-PD14 320 (May16) (Trina Solar)	Spec Sheet Characterization, PAN	False
	Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)	Mfg Spec Sheet	N/A
	Inverter	SE120KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)		N/A

Components

Component	Name	Count
Inverters	SE120KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)	1 (120.00 kW)
AC Home Runs	1/0 AWG (Aluminum)	1 (715.5 ft)
Strings	10 AWG (Copper)	8 (2,205.7 ft)
Optimizers	C651U (for NA use only) (SolarEdge)	256 (166.40 kW)
Module	Trina Solar, TSM-PD14 320 (May16) (320W)	511 (163.52 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	13-69	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	Module: 10°	Module: 153.43495°	0.9 ft	1x1	161	161	51.52 kW
Field Segment 2	Fixed Tilt	Landscape (Horizontal)	Module: 10°	Module: 153.43495°	0.9 ft	1x1	152	152	48.64 kW
Field Segment 3	Fixed Tilt	Landscape (Horizontal)	Module: 10°	Module: 183.42838°	0.9 ft	1x1	198	198	63.36 kW

Detailed Layout2



Design 1 Wendell Cross Elementary, 1255 Hamilton ave Waterbury, CT

Report

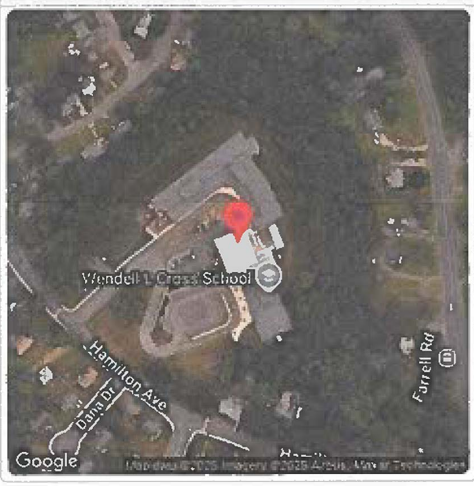
Project Name	Wendell Cross Elementary
Project Address	1255 Hamilton ave Waterbury, CT
Prepared By	Patrick Lewis pat@allelectricct.com

All Electric Construction & Communication, LLC

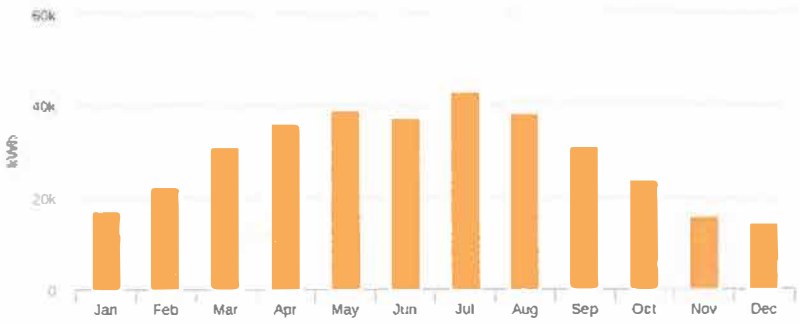
System Metrics

Design	Design 1
Module DC Nameplate	295.59 kW
Inverter AC Nameplate	200.00 kW Load Ratio: 1.48
Annual Production	348.1 MWh
Performance Ratio	80.5%
kWh/kWp	1,177.5
Weather Dataset	TMY, 10km grid (41.55,-73.05), NREL (prospector)
Simulator Version	05d0ca7294-9332add485-6309a1fdfc-c7b8c9fc7d

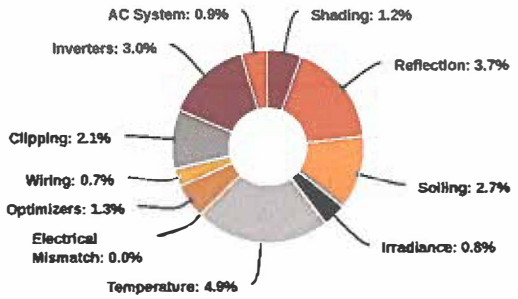
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,435.1	
	POA Irradiance	1,462.1	1.9%
	Shaded Irradiance	1,444.3	-1.2%
	Irradiance after Reflection	1,390.4	-3.7%
	Irradiance after Soiling	1,353.0	-2.7%
	Total Collector Irradiance	**1,352.6**	**0.0%**
Energy (kWh)	Nameplate	399,848.8	
	Output at Irradiance Levels	396,620.1	-0.8%
	Output at Cell Temperature Derate	377,348.1	-4.9%
	Output after Electrical Mismatch	377,347.3	0.0%
	Optimizer Output	372,626.9	-1.3%
	Optimal DC Output	370,180.0	-0.7%
	Constrained DC Output	362,371.2	-2.1%
	Inverter Output	351,343.8	-3.0%
	Energy to Grid	**348,058.7**	**-0.9%**
Temperature Metrics			
	Avg. Operating Ambient Temp		12.2 °C
	Avg. Operating Cell Temp		26.3 °C
Simulation Metrics			
	Operating Hours		4691
	Solved Hours		4691

Condition Set

Description	Condition Set 2
Weather Dataset	TMY, 10km grid (41.55,-73.05), NREL (prospector)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model

Temperature Model Parameters

Rack Type	a	b	Temperature Delta
Fixed Tilt	-3.56	-0.075	3°C
Flush Mount	-2.81	-0.0455	0°C
East-West	-3.56	-0.075	3°C
Carport	-3.56	-0.075	3°C

Soiling (%)

J	F	M	A	M	J	J	A	S	O	N	D
4	4	2	2	2	2	2	2	4	4	4	4

Albedo

J	F	M	A	M	J	J	A	S	O	N	D
0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20

Rear Mismatch Loss	10%	Rear Shading Factor	5%
Module Transparency	0%		
Irradiation Variance	5%		
Cell Temperature Spread	4° C		
Module Binning Range	-2.5% to 2.5%		
AC System Derate	0.50%		

Module & Component Characterizations

Type	Component	Characterization	Bifacial
Module	SEG-590-BTA-BG (2024) (Seg Solar)	Spec Sheet Characterization, PAN	True
Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)	Mfg Spec Sheet	N/A
Inverter	SE50KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)		N/A

Components

Component	Name	Count
Inverters	SE50KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)	4 (200.00 kW)
AC Panels	4 input AC Panel	1
AC Home Runs	1/0 AWG (Aluminum)	4 (358.8 ft)
AC Home Runs	1000 MCM (Copper)	1 (430.6 ft)
Strings	10 AWG (Copper)	27 (17,676.6 ft)
Optimizers	C651U (for NA use only) (SolarEdge)	501 (325.65 kW)
Module	Seg Solar, SEG-590-BTA-BG (2024) (590W)	501 (295.59 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	11-19	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 2	Flush Mount	Landscape (Horizontal)	18°	248.0042°	0.0 ft	1x1	142	142	83.78 kW
Field Segment 3	Flush Mount	Landscape (Horizontal)	18°	142.58484°	0.0 ft	1x1	156	156	92.04 kW
Field Segment 4	Flush Mount	Landscape (Horizontal)	18°	233.70335°	0.0 ft	1x1	31	31	18.29 kW
Field Segment 5	Flush Mount	Landscape (Horizontal)	18°	248.0255°	0.0 ft	1x1			0
Field Segment 6	Flush Mount	Landscape (Horizontal)	18°	53.683525°	0.0 ft	1x1	39	39	23.01 kW
Field Segment 7	Flush Mount	Landscape (Horizontal)	18°	67.90934°	0.0 ft	1x1	133	133	78.47 kW

Detailed Layout2



Design 1 West Side Middel School, 483 Chase Pkwy Waterbury, CT

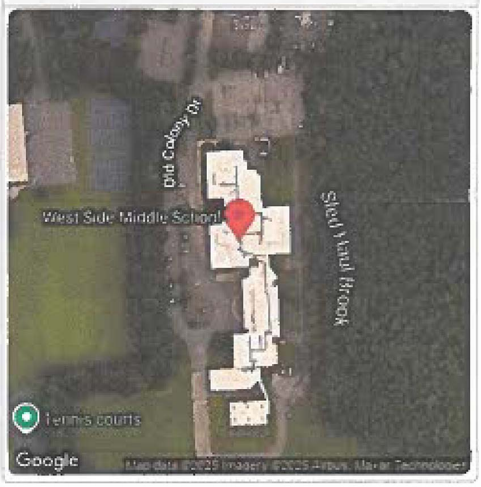
Report

Project Name	West Side Middel School
Project Address	483 Chase Pkwy Waterbury, CT
Prepared By	Patrick Lewis pat@allelectricct.com

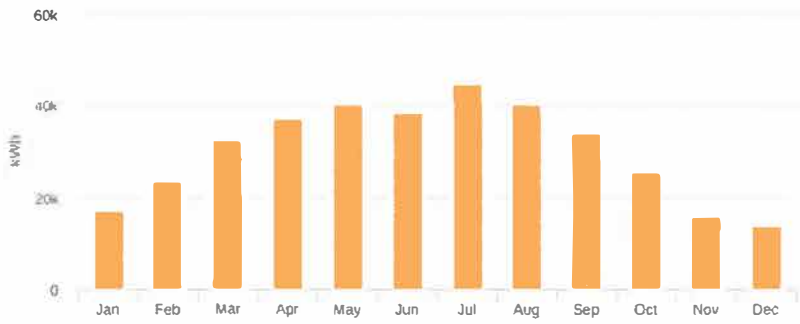
System Metrics

Design	Design 1
Module DC Nameplate	290.28 kW
Inverter AC Nameplate	200.00 kW Load Ratio: 1.45
Annual Production	362.8 MWh
Performance Ratio	80.2%
kWh/kWp	1,249.7
Weather Dataset	TMY, 10km grid (41.55, -73.05), NREL (prospector)
Simulator Version	05d0ca7294-9332add485-6309a1fdfc-c7b8c9fc7d

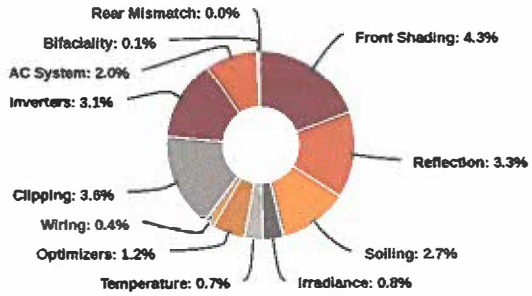
Project Location



Monthly Production



Sources of System Loss



Annual Production

	Description		Output	% Delta
Front Irradiance (kWh/m²)	Annual Global Horizontal Irradiance		1,435.1	
	POA Irradiance		1,558.0	8.6%
	Shaded Irradiance		1,491.3	-4.3%
	Irradiance after Reflection		1,442.6	-3.3%
	Irradiance after Soiling		1,404.0	-2.7%
	Total Front Collector Irradiance		**1,403.9**	**0.0%**
Rear Irradiance (kWh/m²) *Supported only for fixed tilt racking*	Surface Irradiance in Collector Plane	Global Incident Irradiance on Surface	208.9	-
		Surface Reflected Irradiance after Albedo	41.8	-80.0%
		Conversion from Surface Area to Collector Area	51.2	
		Surface Irradiance in Collector Plane	**4.1**	**-91.9%**
	Unshaded Irradiance on Rear Side	Surface Irradiance in Collector Plane	4.1	
		Sky Diffuse	1.6	
		Beam Effective	0.0	
		Total Unshaded Irradiance on Rear Side	**5.8**	
	Shaded Irradiance on Rear Side		5.5	-5.1%
	Total Rear Collector Irradiance		**5.5**	
	Effective Rear Collector Irradiance		**4.4**	**-20.0%**
	Total Collector Irradiance		**1,408.3**	
Energy (kWh)	Nameplate		408,817.1	
	Output at Irradiance Levels		405,750.6	-0.8%
	Output at Cell Temperature Derate		402,789.4	-0.7%
	Output after Electrical Mismatch		402,788.7	0.0%
	Output after Rear Mismatch		402,663.8	0.0%
	Optimizer Output		397,800.1	-1.2%
	Optimal DC Output		396,239.6	-0.4%
	Constrained DC Output		381,939.2	-3.6%
	Inverter Output		370,117.3	-3.1%
	Energy to Grid		**362,751.1**	**-2.0%**
Temperature Metrics				
	Avg. Operating Ambient Temp			12.2 °C
	Avg. Operating Cell Temp			19.2 °C
Simulation Metrics				
	Operating Hours			4691
	Solved Hours			4691

Condition Set

Description	Condition Set 2
Weather Dataset	TMY, 10km grid (41.55,-73.05), NREL (prospector)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model

Temperature Model Parameters

Rack Type	a	b	Temperature Delta
Fixed Tilt	-3.56	-0.075	3°C
Flush Mount	-2.81	-0.0455	0°C
East-West	-3.56	-0.075	3°C
Carport	-3.56	-0.075	3°C

Soiling (%)

J	F	M	A	M	J	J	A	S	O	N	D
4	4	4	2	2	2	2	2	2	4	4	4

Albedo

J	F	M	A	M	J	J	A	S	O	N	D
0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20

Rear Mismatch Loss	10%	Rear Shading Factor	5%
Module Transparency	0%		
Irradiation Variance	5%		
Cell Temperature Spread	4° C		
Module Binning Range	-2.5% to 2.5%		
AC System Derate	0.50%		

Module & Component Characterizations

Type	Component	Characterization	Bifacial
Module	SEG-590-BTA-BG (2024) (Seg Solar)	Spec Sheet Characterization, PAN	True
Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)	Mfg Spec Sheet	N/A
Inverter	SE50KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)		N/A

Components

Component	Name	Count
Inverters	SE50KUS (SE-TRI-US00IBNS4) - Domestic Content (SolarEdge)	4 (200.00 kW)
AC Home Runs	3/0 AWG (Aluminum)	4 (3,971.4 ft)
Strings	10 AWG (Copper)	26 (7,002.8 ft)
Optimizers	C651U (for NA use only) (SolarEdge)	492 (319.80 kW)
Module	Seg Solar, SEG-590-BTA-BG (2024) (590W)	492 (290.28 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	11-19	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	Landscape (Horizontal)	Module: 10°	Module: 177.04633°	0.9 ft	1x1	492	492	290.28 kW

Detailed Layout2



20 Year Solar Production West Side

System Size (watts DC)	290280
Year 1 Annual Production	362800
Annual System Degradation	0.50%

Year 1	362,800
Year 2	360,986
Year 3	359,181
Year 4	357,385
Year 5	355,598
Year 6	353,820
Year 7	352,051
Year 8	350,291
Year 9	348,539
Year 10	346,797
Year 11	345,063
Year 12	343,337
Year 13	341,621
Year 14	339,913
Year 15	338,213
Year 16	336,522
Year 17	334,839
Year 18	333,165
Year 19	331,499
Year 20	329,842

20 Year Solar Production **Wendell Cross**

System Size (watts DC)	295590
Year 1 Annual Production	348100
Annual System Degradation	0.50%

Year 1	348,100
Year 2	346,360
Year 3	344,628
Year 4	342,905
Year 5	341,190
Year 6	339,484
Year 7	337,787
Year 8	336,098
Year 9	334,417
Year 10	332,745
Year 11	331,081
Year 12	329,426
Year 13	327,779
Year 14	326,140
Year 15	324,509
Year 16	322,887
Year 17	321,272
Year 18	319,666
Year 19	318,068
Year 20	316,477

20 Year Solar Production **Sprague**

System Size (watts DC)	163520
Year 1 Annual Production	213500
Annual System Degradation	0.50%

Year 1	213,500
Year 2	212,433
Year 3	211,370
Year 4	210,313
Year 5	209,262
Year 6	208,216
Year 7	207,175
Year 8	206,139
Year 9	205,108
Year 10	204,082
Year 11	203,062
Year 12	202,047
Year 13	201,036
Year 14	200,031
Year 15	199,031
Year 16	198,036
Year 17	197,046
Year 18	196,061
Year 19	195,080
Year 20	194,105

20 Year Solar Production MM Generali

System Size (watts DC)	172870
Year 1 Annual Production	222800
Annual System Degradation	0.50%

Year 1	222,800
Year 2	221,686
Year 3	220,578
Year 4	219,475
Year 5	218,377
Year 6	217,285
Year 7	216,199
Year 8	215,118
Year 9	214,042
Year 10	212,972
Year 11	211,907
Year 12	210,848
Year 13	209,794
Year 14	208,745
Year 15	207,701
Year 16	206,662
Year 17	205,629
Year 18	204,601
Year 19	203,578
Year 20	202,560

20 Year Solar Production **BW Tinker**

System Size (watts DC)	159300
Year 1 Annual Production	197300
Annual System Degradation	0.50%

Year 1	197,300
Year 2	196,314
Year 3	195,332
Year 4	194,355
Year 5	193,383
Year 6	192,417
Year 7	191,454
Year 8	190,497
Year 9	189,545
Year 10	188,597
Year 11	187,654
Year 12	186,716
Year 13	185,782
Year 14	184,853
Year 15	183,929
Year 16	183,009
Year 17	182,094
Year 18	181,184
Year 19	180,278
Year 20	179,377

	Project Milestone	Target Start Date	Target Finish Date	Duration	Predecessors
1	**City of Waterbury Schools PV**				
2	Contract Signing	11/18/25	12/15/25	20d	
3					
4	**Engineering and Permit Set Drawings**	12/30/25	04/20/26	80d	
5	B.W. Tinker 159.30KW Roof	12/30/25	02/09/26	30d	2FS +10d
6	M.M Generali 172.87KW Roof	01/06/26	02/16/26	30d	5SS +5d
7	Sprague Elementary 163.52KW Roof	01/13/26	02/23/26	30d	6SS +5d
8	Wendell Cross 295.59KW Roof	01/20/26	03/02/26	30d	7SS +5d
9	West Side Middle 290.28 KW Roof	01/27/26	03/09/26	30d	8SS +5d
10	**Interconnection Application and Contingent Approval-UI**	02/10/26	04/20/26	50d	
11	B.W. Tinker 159.30KW Roof	02/10/26	03/23/26	30d	5
12	M.M Generali 172.87KW Roof	02/17/26	03/30/26	30d	6
13	Sprague Elementary 163.52KW Roof	02/24/26	04/06/26	30d	7
14	Wendell Cross 295.59KW Roof	03/03/26	04/13/26	30d	8
15	West Side Middle 290.28 KW Roof	03/10/26	04/20/26	30d	9
16	**Permitting**	**03/03/26**	**05/11/26**	**50d**	
17	B.W. Tinker 159.30KW Roof	03/03/26	04/13/26	30d	11SS +15d
18	M.M Generali 172.87KW Roof	03/10/26	04/20/26	30d	12SS +15d
19	Sprague Elementary 163.52KW Roof	03/17/26	04/27/26	30d	13SS +15d
20	Wendell Cross 295.59KW Roof	03/24/26	05/04/26	30d	14SS +15d
21	West Side Middle 290.28 KW Roof	03/31/26	05/11/26	30d	15SS +15d
22	**Construction Schedule**	**06/01/26**	**06/03/26**	**3d**	**21FS +14d**
23	**NTP**	**06/01/26**	**06/03/26**	**3d**	
24	**Roof Work**	06/18/26	10/09/26	82d	
25	**BW TINKER**	06/18/26	07/17/26	22d	
26	Set up Safety and Load Roof	06/18/26	06/22/26	3d	23FS +10d
27	Install Slip Sheets and Racking	06/23/26	06/29/26	5d	26
28	Install Modules	06/30/26	07/08/26	7d	27
29	DC wiring and ballast Blocks	07/09/26	07/17/26	7d	28
30	**MM Generali**	07/20/26	08/21/26	25d	
31	Set up Safety and Load Roof	07/20/26	07/22/26	3d	29
32	Install Slip Sheets and Racking	07/23/26	07/29/26	5d	31
33	Install Modules	07/30/26	08/07/26	7d	32
34	DC wiring and ballast Blocks	08/10/26	08/21/26	10d	33
35	**Sprague**	08/24/26	09/25/26	25d	
36	Set up Safety and Load Roof	08/24/26	08/26/26	3d	34

	Project Milestone	Target Start Date	Target Finish Date	Duration	Predecessors
37	Install Slip Sheets and Racking	08/27/26	09/02/26	5d	36
38	Install Modules	09/03/26	09/11/26	7d	37
39	DC wiring and ballast Blocks	09/14/26	09/25/26	10d	38
40	**Wendell Cross**	06/18/26	08/13/26	41d	
41	Set up Safety and Load Roof	06/18/26	06/22/26	3d	23FS +10d
42	Install Slip Sheets and Racking	06/23/26	07/06/26	10d	41
43	Install Modules	07/07/26	07/24/26	14d	42
44	DC wiring and ballast Blocks	07/27/26	08/13/26	14d	43
45	**West Side Middle**	08/14/26	10/09/26	41d	
46	Set up Safety and Load Roof	08/14/26	08/18/26	3d	44
47	Install Slip Sheets and Racking	08/19/26	09/01/26	10d	46
48	Install Modules	09/02/26	09/21/26	14d	47
49	DC wiring and ballast Blocks	09/22/26	10/09/26	14d	48
50	**Electrical Work**	**06/24/26**	**12/18/26**	**128d**	
51	**BW Tinker**	06/24/26	08/20/26	42d	
52	Install equipment, conduit and wires	06/24/26	07/13/26	14d	23FS +14d
53	Mount and wire inverters	07/14/26	07/20/26	5d	52
54	Complete Shutdown and Tie In	08/19/26	08/20/26	2d	53FS +21d
55	**MM Generali**	07/21/26	09/09/26	37d	
56	Install equipment, conduit and wires	07/21/26	08/07/26	14d	53
57	Mount and wire inverters	08/10/26	08/14/26	5d	56
58	Complete Shutdown and Tie In	09/08/26	09/09/26	2d	56FS +21d
59	**Spargue**	08/17/26	10/13/26	42d	
60	Install equipment, conduit and wires	08/17/26	09/03/26	14d	57
61	Mount and wire inverters	09/04/26	09/10/26	5d	60
62	Complete Shutdown and Tie In	10/12/26	10/13/26	2d	61FS +21d
63	**Wendel Cross**	06/25/26	09/02/26	50d	
64	Install equipment, conduit and wires	06/25/26	07/22/26	20d	23FS +15d
65	Mount and wire inverters	07/23/26	07/31/26	7d	64
66	Complete Shutdown and Tie In	09/01/26	09/02/26	2d	65FS +21d
67	**West Side Middle**	08/03/26	10/09/26	50d	
68	Install equipment, conduit and wires	08/03/26	08/28/26	20d	65
69	Mount and wire inverters	08/31/26	09/08/26	7d	68
70	Complete Shutdown and Tie In	10/08/26	10/09/26	2d	69FS +21d
71	**Commissioning / Self Certification / PTO**	08/10/26	12/18/26	95d	
72	B.W. Tinker 159.30KW Roof	08/28/26	10/29/26	45d	54FS +5d

	Project Milestone	Target Start Date	Target Finish Date	Duration	Predecessors
73	M.M Generali 172.87KW Roof	09/17/26	11/18/26	45d	58FS +5d
74	Sprague Elementary 163.52KW Roof	08/10/26	10/09/26	45d	65FS +5d
75	Wendell Cross 295.59KW Roof	09/10/26	11/11/26	45d	66FS +5d
76	West Side Middle 290.28 KW Roof	10/19/26	12/18/26	45d	70FS +5d
77	**Final Completion**	**12/21/26**	**12/21/26**	**1d**	**76**
78					
79					
80					
81	Construction by 7/3/26				
82	270 Days from NTP				
83	365 dates from NTP				

3. Statement of Qualifications and Work Plan

   a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project. Please submit the Contractor Qualification Statement in **Attachment G**.

   b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

   c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses as per **Attachment E**. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, Proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

   Since the City may desire to consider the Proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall sealed in a separate envelope marked "Confidential: Cost Proposal".

   Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

   Please respond to the following questions:

   a. Have you ever failed to complete any work awarded to you? If so, where and why? No

   b. Have you ever defaulted on a contract? If so, where and why? No

   c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe. No

   d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. No

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. No

f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. No

g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware? No

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Required Elements from the Project Manual. The Proposer should also submit the required documents described in Part 3 of the Project Manual, in **Attachment H.**

8. Additional Data. Any additional information which the Proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the Proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the Proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed

State of Connecticut

Department of Administrative Services

Construction Contractor Prequalification Program

This certifies

All-Electric Construction and Communication, LLC

180 Wampus Lane, Milford, CT 06460

As a

Prequalification Construction Contractor

October 24, 2025 through October 23, 2026

CONTACT INFORMATION

Name: Donna Hasbrouck
Phone: 203-535-1244
Fax:
Email: office@allelectricct.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
10/24/2025	$5,000,000.00	$5,000,000.00	ALARM SYSTEMS, ELECTRICAL, ENERGY MANAGEMENT SYSTEMS, SOLAR ELECTRIC, TELECOMMUNICATIONS SYSTEMS

Classification Name	Description
ALARM SYSTEMS	Installation, renovation, repair and maintenance of low voltage fire protection, security and other types of alarm systems.
ELECTRICAL	Installation, renovation, repair and maintenance of electrical wiring, circuits, panel boards, fixtures and equipment, including, such incidental or related work as is customarily performed by those in the electrical trade.To prequalify for Electrical you must have an Electrical Contractor License through the State of Connecticut Department of Consumer Protection.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit http://portal.ct.gov/dasprequal or call (860) 713-5280.

ENERGY MANAGEMENT SYSTEMS	The design and installation of systems or maintenance programs to conserve energy use within a building. This category includes shared savings programs.
SOLAR ELECTRIC	The installation, erection, repair, replacement, alteration, or maintenance of photovoltaic or wind generation equipment used to distribute or store ambient energy for heat, light, power or other purposes to a point immediately inside any structure or adjacent to an end use. To prequalify for Solar Electric work you must have an Electrical Contractor ELC-E1 license or a PV-1 Limited Solar Electric Contractor license issued by the State of Connecticut Department of Consumer Protection.
TELECOMMUNICATIONS SYSTEMS	Installation, repair and maintenance of telephone, intercom, television, computer network or related equipment for a major communication system within a building.

80 Farwell St | West Haven, CT 06516 | O 203.535.1244 | F 203.691.7969
E1-200759 HIC-0639905 MCO-0903497

All Electric Construction & Communication is a full service Electrical, Solar, Generator and Low Voltage Contractor. All Electric is a 2nd generation business owned by Pat Lewis. We are a certified SBE contractor and have up to date Affirmative Action policies. We employ an average of fifty to seventy-five licensed Journeymen, Wiremen, Data Technicians and Apprentices. All our foremen are OSHA 30 certified, all other employees are OSHA 10 certified and held to our code of ethics. We cover all of Connecticut, New York, Southern Massachusetts, New Jersey, and Vermont regularly. Our capabilities to cover the entire 50 States is on a per project basis.

Our West Haven, CT office is a 5,000 square foot facility housing our administrative offices and warehouse. We pride ourselves on our customer service including 24hr on call service supported by eleven service vehicles. We come fully equipped with excavating equipment, concrete cutting machines, core drilling equipment, Sin Wave Testing and IV Curve testing equipment.

Licensing Includes, but is not limited to:

E-1/E-2 licenses - OSHA 30hr – First Aid/CPR - Hazwopper-40hr
Comscope/Uniprise Certified Installer - CEFIA Certified - NABCEP Certified - Kohler Engine Certified
Generac Engine Certified - GE/Briggs & Stratton Engine Certified
EVIP, MCO, and HIC Licensed

Contact Information

Patrick Lewis

Owner

Pat@allelectricct.com (Cell) 203-996-1575

E-1- 0200759

20 years of industry experience

Here are a few of our completed EVC relevant projects:

Norwalk Sono Collection Mall - Norwalk, CT
Installation of (4) Level 2 Volta EV Chargers and (1) Level 3 DC Fast Charger.

Brass Farms Mall - Waterbury, CT
Installation of (4) Level 2 Volta EV Chargers and (1) Level 3 DC Fast Charger.

Town of Fairfield - Fairfield, CT
Town Hall- (20) Level 2 Juice Bar EV Chargers for EV Fleet Swap Over.
Tennis Center- Installation of (2) Level 2 EV chargers.
Woods Library- Installation of (1) Level 2 GE EV charger.
Recreation Dept- Installation of (2) Level 2 GE EV Chargers under Solar Canopy.
Warde High School- Installation of (10) Level 1 EV Chargers under Solar Canopy.
Ludlowe High School- Installation of (10) Level 1 EV Chargers under Solar Canopy.

Comcast - Hamden, CT
Installation of (1) Level 2 ChargePoint EV charger in conjunction with 300KW Solar Array installation.

Marvel Wood School - Kent, CT
Installation of (2) Level 2 ChargePoint EV Chargers and (2) Level 2 Tesla EV Chargers in conjunction with 400KW solar array.

Richard Chevy - Cheshire, CT
Installation of (4) Level 2 Siemens EV Chargers and (1) Level 2 Bosch Charger in conjunction with 300KW Solar array.

Suburban Subaru - Vernon, CT
Installation of (2) Level 2 Siemens EV Chargers.

All Electric Construction - West Haven, CT
Installation of (1) Level 2 GE Charger.

New Canaan YMCA - New Canaan, CT
Installation of (4) Level 2 Juice Bar EV Chargers.

Client References:

Town of Fairfield	James Ryan- 203-767-2129	james.ryan@fairfieldct.org
City of Milford	Patrick Bradbury- 203-783-3430	pbradbury@milforded.org
Skyview Ventures	Micah Brill 314-757-1363	micah.brill@skyviewventures.com
BQ Energy	Mike McNulty- 845-702-9280	michael.mcnulty@bqenergy.com

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202[illegible])
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 5)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2025)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

FILL IN AND RETURN WITH YOUR SUBMISSION

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

All Electric Construction & Communication
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

11/14/25
Date

Blaze Graham, Operations Manager
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

FILL IN AND RETURN WITH YOUR SUBMISSION

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: All Electric Const. & Comm.
180 Wampus Lane
Milford, CT 06460

Print Name and Title of Authorized Representative: Mike Gucker Operations Manager

Signature of Authorized Representative:

Date: 11/14/25

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CT

County of New Haven

SS.:

VALERIA MILLER NOTARY PUBLIC COMM. EXP. 10/31/2030 CONNECTICUT

_____, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Operations Manager of All Electric Const. & Conn. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

✓ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Pat Lewis	Owner	All Electric & AEC Solar		
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Pat Lewis	Owner	All Electric & AEC Solar		
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Organization Name	Address	Type of Ownership
1	All Electric	180 Jamaica Ln, Milford CT	100%
2	AEC Solar	" "	" "
3	R&P Leasing	" "	" "
4			

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	N/A			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	N/A				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	N/A		
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

All Electric Const & Comm

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of ~~General Partner/~~ Sole Proprietor

180 Warmus Ln, Milford, CT 06460
Address of Business

State of CT)

) SS

County of New Haven)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 14 day of Nov 2025

_____
(Notary Public)

My Commission Expires: 10/31/30

VALERIE TERRY NOTARY PUBLIC MY COMM. EXP. 10/31/2030 CONNECTICUT

For Corporation

_____
Witness

_____
Name of Corporate Signatory

_____
Address of Business

Affix Corporate Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

From: pat allelectricct.com <pat@allelectricct.com>
Sent: Wednesday, November 19, 2025 8:11 AM
To: Kevin McCaffery <kmccaffery@waterburyct.org>
Cc: Blaze Graham <blazeg@allelectricct.com>
Subject: Re: RFP #8595 Design and Build Rooftop Solar Photovoltaic System

Download full resolution images

Available until Dec 19, 2025

Kevin

Contract draft Is acknowledged, all else is attached

Thank-You,
Patrick Lewis, President

ALL ELECTRIC LLC
CONSTRUCTION & COMMUNICATION

Click to Download
20 Year for all .xlsx
13 KB

Click to Download
Amendment C .pdf
2.8 MB

Click to Download
Insurance sign off .pdf
2.4 MB

Click to Download
Letterhead Template 2.docx
693 KB

Click to Download
Waterbury CHRO.pdf
14.6 MB

Click to Download

Waterbury RFP .pdf

6.1 MB

Click to Download

NON-COLLUSION AFFIDAVIT.pdf

637 KB

Click to Download

Waterbury School PV Schedule.pdf

91 KB

180 Wampus Lane

Milford, CT 06460
Phone- 203-535-1244
Cell- 203-996-1575

Our Company is an Equal Opportunity Employer. We do not discriminate based on race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, or any other protected characteristic as established by law.

On Nov 17, 2025, at 4:52 PM, Kevin McCaffery <kmccaffery@waterburyct.org> wrote:

Pat

Can you please supply the following prior to Thursdays meeting.

- Acknowledgement of Attachment B (Draft Contract, Special, General Conditions); Page 7 H.14
    - Must accept the City's standard agreement language, General Conditions, and Special Conditions.
- CHRO Contract Compliance Package; Exhibit 1, Pages 214-216
    - Must be completed and signed.
- Non-Collusion Affidavit (Document 00 4519); Page 203
    - Must be completed and signed.
- Project Portfolio and References (3 similar projects); Page 2 B.7
    - Must submit a list of three (3) completed rooftop solar photovoltaic projects of a similar scope/size completed within the last three (3) calendar years, with references and contact information.
- Provide project scope overview and Gantt-format Schedule; Page 180 3.1 A.E
    - Must provide a project narrative and schedule in Gantt chart format.
- Production Information; Page 179 3.1.D
    - A table showing 20-year production estimates (with 0.5% annual loss).
- Attachment C: Addendum Certification/Notice of Acceptance; Pages 141-142
    - Must be completed, signed, and must include a statement by the Proposer accepting all terms and conditions and requirements contained in the RFP.
- Attachment E: Summary Cost Proposal; Page 141
    - Must be completed and signed.
- Attachment G: Contractor Qualification Statement; Pages 454-458
    - Must be completed and signed.
- Insurance Requirements; Page 3, Section E: Insurance and Attachment D, Page 139
    - Must acknowledge and comply with insurance requirements.

If you have any questions please let me know.

If you can send this information back by Wednesday at 4:30pm that would be great.

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702
kmccaffery@waterburyct.org
T: 203.574.6747 | F: 203.597.3437

WATERBURY

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 11/4/2025 _____ 4 _____

2 11/10/2025 _____ 5 _____

3 _____ 6 _____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

20-3967555
Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Blaze Graham, Ops Manager
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name All Electric
By: Blaze Graham
(Title)
Business Address: 180 Jamsco, Milford, CT 06460
(City, State, Zip Code)

Phone: 203-535-1244
Email: Blaze66@allelectricct.com
Date: 11/20/2025

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

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

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**

Contractor's Pollution Liability Insurance: **$1,000,000 each Wrongful Act**
$1,000,000 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

Builder's Risk/Installation Floater Insurance: **$1,000,000 each Occurrence OR Limits equaling the Value of the Project**

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury, Waterbury Board of Education, and Waterbury Development Corporation is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

Approved

REQUEST FOR PROPOSAL
BY THE CITY OF WATERBURY
WATERBURY DEVELOPMENT CORPORATION
Design and Build Rooftop Solar Photovoltaic Systems at Five Schools
RFP# 8595
CT DAS Projects 151-0310PV, 151-0311PV, 151-0312PV, 151-0313PV, 151-0314PV
ATTACHMENT E

Price Proposal

Submit in sealed envelope, marked "Confidential: Price Proposal"

Date: 11/13/25

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

All Electric Const
(Print or Type Company/Corporate Name)

180 Wampus lane Milford, CT 06460
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

Installation of Rooftop Solar Photovoltaic Systems

DAS Project	School Name	Amount (in words)	Amount (in $)
151-0310PV	Wendell L. Cross	Three Hundred Fifty Nine Thousand Five Hundred Dollars & Twenty-Eight Cents	$359,500.28
151-0311PV	M.M. Generali	Three Hundred Eighty Two Thousand One Hundred Seventy Dollars & Thirty Five Cents	$382,172.35
151-0312PV	Sprague	Three Hundred sixty One Thousand Five Hundred One Dollars & Eighty Four Cents	$361,501.84
151-0313PV	B.W. Tinker	Six Hundred Thirty Three Thousand Seventy Nine Dollars & Eighty Eight Cents	$633,079.88
151-0314PV	West Side	Six Hundred Thirty Five Thousand sixty Dollars & Seven Cents	$635,060.07
		GRAND TOTAL	$2,371,314.42

END OF ATTACHMENT E

Agree to all terms and conditions

City of Waterbury – Request for Proposal #8595

RFP ATTACHMENT F

BID BOND / PROPOSAL SECURITY

KNOW ALL MEN BY THESE PRESENTS THAT WE All Electric Construction & Communication, LLC (Contractor) of the town of Milford as principal and Great Midwest Insurance Company (Bond Agent) of the town of Houston, TX as Surety are held firmly bound unto the City of Waterbury, Connecticut in the penal sum of Ten Percent of the Amount Bid (written amount in dollars) ($ (10%)) for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 17th day of November, 20 25

The conditions of the above obligation is such that whereas the Principal has submitted to the City of Waterbury, Connecticut a certain Bid, attached hereto and hereby made part hereof to enter into a contract in writing for the

Construction Contract for Installation of Roof Mounted PV Systems- Five Schools

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid be accepted and the Principal shall execute hereto (properly completed in the accordance with said Bid) and furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therefore and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood that and agreed that the liability of the Surety for any and all claims there under shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees to that the obligations of said Surety and its bond shall in no way be impaired or affected by the extension of time within which the Owner may accept such Bid; and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, The Principal and Surety have hereunto set their hands and seals and such of them as corporations have caused their corporate seal to be affixed and these presents be signed by their proper officers, the day and year first set forth above.

All Electric Construction & Communication, LLC
_____Principal By_____

Great Midwest Insurance Company
_____Surety By_____
Carly Magnotta, Attorney In Fact

Note: This is a sample of a Bid Bond acceptable to the City. Another form may be utilized provided it is acceptable to the City of Waterbury.

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Michael E. Watts, Linda A. Damon, Drew Simeon, Carly Magnotta

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090468
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 17th Day of November 2025

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

City of Waterbury – Request for Proposal #8595

RFP ATTACHMENT G

Contractor Qualification Statement

(Must be submitted as part of Proposal in accordance with RFP Section I.3: Submittal Requirements & Required Format)

The undersigned certifies under oath the truth and correctness of statements and all answers to questions made hereinafter.

SUBMITTED TO: **DEPARTMENT OF PURCHASING, CITY OF WATERBURY**

SUBMITTED BY:
NAME: Patrick Lewis
BUSINESS NAME: All Electric Const

☑ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

OFFICE ADDRESS: 180 Wampus lane
Milford, CT 06460
PRINCIPAL OFFICE: "
BUSINESS TELEPHONE NUMBER: 203-535-1244
BUSINESS FAX NUMBER: N/A
BUSINESS EMAIL ADDRESS: Pat@allelectricct.com

(**NOTE:** Attach separate sheets as required)

1. How many years has your organization been in business?

   28

2. How many years has your organization been in business under its present business name?

   28

3. If a Corporation OR LLC, answer the following:

Date of Incorporation: 2023 / LLC Prior 1997

State of Incorporation: CT

President/Member: Patrick Lewis

Vice Presidents/Members: _____

Secretary/Member: _____

Treasurer/Member: _____

4. If a Partnership, Individual, Joint Venture or other, answer the following:

Date of Incorporation: _____

State of Operation: _____

Officers and Titles: _____

5. List contracts on hand (other than existing contracts with the City of Waterbury). Schedule these, showing amount of each contract and the appropriate anticipated dates of completion/expiration:

See Attached

NOTE: The City may contact one or more of the organizations associated with the above-listed contracts as part of assessing the experience, expertise and capabilities of the Proposer.

6. Have you or your company ever failed to complete any work awarded to you, or have you ever defaulted on a contract? ☐ **YES** ☒ **NO**

If **YES**, please explain circumstance(s):

7. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest with providing services to the City.

N/A

8. List your major equipment available for this contract.

N/A

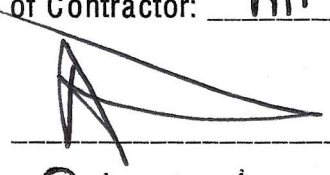
9. Contractor's chain of command and off-hours telephone numbers, cellular and otherwise, to be used for the Project:

(Title)	(Name / Telephone Number)
Foreman	TBD
Project manager	Karl Blsavage 203. 206-1579
Head of Construction	John Godfrey 203. 558. 8133
President	Patrick Lewis 203. 535. 1244

The undersigned certifies under oath to the truth and correctness of statements and all answers to questions made herein.

10. Dated at 13th this _____ day of Nov, 2025

Name of Contractor: All Electric Const

By: 

Patrick Lewis

(Print and sign name of duly authorized principal)

Title: President

END OF RFP ATTACHMENT G

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

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

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

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

Company Name: All Electric Const Street Address: 180 wampus lane City & State: Milford, CT 06460 Chief Executive:	Bidder Federal Employer Identification Number: 203967555 Or Social Security Number:
Major Business Activity: (brief description) Electrical & Solar work	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor? Yes☑ No☐ -Bidder is a minority business enterprise? Yes☐ No☐ (If yes, check ownership category) Black☐ Hispanic☐ Asian American☐ American Indian/Alaskan Native☐ Iberian Peninsula☐ Individual(s) with a Physical Disability☐ Female☐ -Bidder is certified as above by State of CT? Yes☑ No☐
Bidder Parent Company: (If any)	
Other Locations in CT: (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes☑ No☐	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes☑ No☐
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes☑ No☐	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes☑ No☐
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes☑ No☐	9. Does your company have a mandatory retirement age for all employees? Yes☐ No☑
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes☑ No☐	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes☑ No☐ N/A☐
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes☑ No☐	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes☑ No☐ N/A☐
6. Does your company have a collective bargaining agreement with workers? Yes☑ No☐ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes☑ No☐ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes☑ No☐	12. Does your company have a written affirmative action Plan? Yes☑ No☐ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes☑ No☐ If yes, give name and phone number: Dona H 203-535-1244

Part III - Bidder Subcontracting Practices (Page 4)

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

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

Custom Touch Elec. MBE
Kim Hoeling - No
AEC Solar - No

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

PART IV - Bidder Employment Information Date: 11/13/25

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management	1	1									
Business & Financial Ops	9	6	3								
Marketing & Sales	4	4									
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction	62	51	1	3		7					
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALSABOVE	76	62	4	3		7					
Total One Year Ago	48	37	4	3		4					
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices	20	17		1		2					
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source	(X)		
State Employment Service	☐	☐		✓	Work Experience	
Private Employment Agencies	☑	☐		✓	Ability to Speak or Write English	
Schools and Colleges	☐	☐			Written Tests	
Newspaper Advertisement	☐	☐		✓	High School Diploma	
Walk Ins	☑	☐			College Degree	
Present Employees	☑	☐		✓	Union Membership	
Labor Organizations	☑	☐	90	✓	Personal Recommendation	
Minority/Community Organizations	☐	☐			Height or Weight	
Others (please identify)	☐	☐		✓	Car Ownership	
	☐	☐			Arrest Record	
	☐	☐			Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
	President	11/13/25	207-535-1244

DOCUMENT 00 4519 NON-COLLUSION AFFIDAVIT

AFFIDAVIT

(Prime Proposer)

State of Connecticut)

ss

County of New Haven)

Patrick Lewis, being first duly sworn, deposes and says:

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

(Signed): _____

(Title): President

Subscribed and sworn to before me

This 19 day of November ,2025.

_____

Notary Public

Donna Lynn Hasbrouck
Notary Public
My Commission Expires 9/30/2028

My Commission expires September 30 ,2028.

END OF DOCUMENT 00 4519

RFP 8595

CONSTRUCTION CONTRACT ATTACHMENT A-1.1.7

SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE

1. SPECIAL NOTE
2. PERMITS
3. DEWATERING AND WATER CONTROL
4. SITE RESTORATION
5. CITY NOTIFICATION – BACKFILLING
6. LENGTH OF WORK TO BE EXCAVATED
7. WINTER EROSION CONTROL MEASURES
8. PUBLIC USE OF EXISTING PUBLIC FACILITIES
9. ACCESS TO PRIVATE & PUBLIC PROPERTY
10. INTENT OF DRAWINGS – CT DAS
11. GENERAL INTENT OF DRAWINGS
12. ADDENDUM TO GENERAL CONDITION 31
13. SUBSURFACE EXPLORATION
14. ADJUSTMENT OF EXISTING UTILITIES
15. WINTER SHUTDOWN
16. ADDENDUM TO GENERAL CONDITION 2
17. ADDENDUM TO GENERAL CONDITION 10
18. ADDENDUM TO GENERAL CONDITION ARTICLE 92
19. ADDENDUM TO GENERAL CONDITION ARTICLE 4 – PARTIAL PAYMENTS
20. ADDENDUM TO GENERAL CONDITION ARTICLE 5 – INSPECTION AND TESTS
21. ADDENDUM TO GENERAL CONDITION ARTICLES 39 – RESIENTS'PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES
22. ADDENDUM TO GENERAL CONDITION ARTICLES 40 – LISTING OF EMPLOYMENT OPENINGS
23. PREVAILING WAGES
24. PLACE HOLDER
25. CHANGES TO THE WORK
26. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT
27. SBE/MBE SET-ASIDES/CHRO COMPLIANCE REQUIREMENTS
28. CITY OF WATERBURY ORDINANCE CHAPTER 34
29. PHOTOGRAPHIC AND VIDEO DOCUMENTATION
30. LAYDOWN AREAS / MATERIAL STORAGE
31. PROJECT RECORDS
32. SOLICITATION DOCUMENTS REFERENCES
33. OFF-SITE WASTE STORAGE AREAS

34. PROJECT ENGINEER / OWNER'S REPRESENTATIVE
35. ADDENDUM TO GENERAL CONDITIONS 11 AND 95
36. AS-BUILT IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY
37. ADDENDUM TO GENERAL CONDITION 1
38. CONSTRUCTION STAKE OUT

SPECIAL CONDITIONS

ARTICLE 1. SPECIAL NOTE

These Special Conditions shall be subject to all requirements of the Contract, amend or supplement the General Conditions, and modify all Contract Documents which follow them numerically, as set forth in Section 1.2 of the Contract. The terms used in these Special Conditions which are defined in the Contract or General Conditions have the meanings assigned to them in said documents. All provisions of the General Conditions which are not so amended or supplemented remain in full force and effect.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project; and to all the Contract Documents. All Contract Documents apply to this Section. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided otherwise, the costs associated with all work and/or services required under the Special Conditions shall be included in the Contract Amount (also referred to as Contract Total Compensation amount). No separate or additional payment will be made for this work and/or services.

ARTICLE 2. PERMITS

The Contractor shall obtain all applicable Federal, State and local permits and registrations necessary to complete the project at no additional cost to the City. The cost of obtaining and maintaining the permits shall be included in the Contract Amount.

Exception: Local Permit Fess: **Local permit fees will be waived by the City**. Pursuant to City Code Section 110.12, the City portion of all local permit fees will be waived. However, the Contractor will be responsible for the applicable State and Federal portions of all local permit fees. All applicable Federal and State fees associated with local permits shall be paid for by the Contractor to the City, who will submit the fee(s) to the appropriate governmental entity.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

ARTICLE 3. DEWATERING AND WATER CONTROL

The Contractor shall be responsible for all dewatering required to complete the Contract including, but not limited to, pumping, well points, trenches, excavations, water control structures and cofferdams, which may be required to properly complete this Project. Particular attention is

called for regarding fluctuation in water levels due to precipitation. No extra compensation will be allowed due to water level fluctuation. Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

ARTICLE 4. SITE RESTORATION

The Contractor will blend the new work into the existing ground surface and replace any adjacent disturbed materials that may have been damaged or irregular do to construction and/or new installations.

ARTICLE 5. CITY NOTIFICATION - BACKFILLING

Before backfilling any excavated area and after an improvement has been installed the contractor shall notify the City when a backfill operation is to occur. A City representative will make one observation for each excavated area.

ARTICLE 6. LENGTH OF WORK TO BE EXCAVATED

The length of trench to be opened at any time, from the point where ground is being broken to completed backfill, shall not exceed 200 feet. Additionally, the amount of space in streets and public and private lands occupied by equipment, trenches and supplies shall not exceed the length or space considered reasonably necessary and expedient by the Engineer. In determining the length of open trench or of spaces for equipment, materials, supplies and other necessities, the Engineer will consider the nature of the lands or streets where the work is being done; types and methods of construction; the equipment being used; possible inconvenience to the public and/or private parties; possible dangers and other proper matters. All work must be constructed with a minimum of inconvenience and danger to the public and to all other parties concerned. No additional payment will be made for this work.

ARTICLE 7. WINTER EROSION CONTROL MEASURES

Seeding and planting shall be performed March 15 to June 15 or August 15 to October 15. The Contractor shall submit a Winter Erosion Control Plan to the Project Engineer for approval prior to the start of construction. This plan shall indicate, in sufficient detail, the methods and materials which shall be used during the winter months to prevent erosion, scour and general deterioration of the Project and adjacent flora and fauna.

ARTICLE 8 PUBLIC USE OF EXISTING PUBLIC FACILITIES

The Contractor shall limit his work area to the site of the construction and its immediate vicinity. No equipment or construction activities are allowed on the existing public facilities, such as athletic fields without prior written approval by the City. No equipment or storage is allowed outside of the designated construction area without prior written approval by the City. The number and location(s) of storage containers shall be approved by the City.

ARTICLE 9. ACCESS TO PRIVATE & PUBLIC PROPERTY

Throughout the duration of Construction, the Contractor shall maintain access to all businesses, places of worship, schools and private residences, etc. in the project area. Particular attention is paid for funeral processions, wedding processions, and other similar activities. Where required by the City, Contractor shall also conduct regular coordination meetings with Owners and Operators of businesses and other operations to coordinate active work periods.

ARTICLE 10. INTENT OF DRAWINGS – CT DAS

The drawings are intended to show general conformance with the State of Connecticut Department of Administrative Services (CT DAS) requirements and may not show all elements necessary to meet all applicable codes.

ARTICLE 11. GENERAL INTENT OF DRAWINGS

It is the intent of the Solicitation Documents and the Contract Documents, including but, not limited to the Drawings and Specifications, to provide the Contractor with sufficient information to develop a final design for the Project that will be reviewed and approved by the City, its key review officials, and CT DAS prior to commencement of construction. Where discrepancies or variances occur between the Drawings and Specifications or within either of the Documents, or with any of the Contract Documents, the item or arrangement of better quality, greater quantity or higher cost shall be included in the Contract Amount. The City shall decide on the item(s) and the way the item(s) and/or work shall be performed or installed.

ARTICLE 12. ADDENDUM TO GENERAL CONDITION 31

Reference is made to General Condition Article 31 – Use of Premises and Removal of Debris. During the progress of the work, the Contractor shall keep the construction areas in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

ARTICLE 13. SUBSURFACE EXPLORATION

Boring logs, probes, etc., and related information appended to the Solicitation Documents contain data regarding subsurface conditions for the dates and locations indicated. The information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. ADJUSTMENT OF EXISTING UTILITIES

The Contactor shall raise or lower as necessary the top of all utility valve boxes, gas service curb boxes, handholds, parking meter kiosks, cleanouts, traffic boxes, and any other utility access

structures within the work area to match the finished grade. No extra compensation will be allowed, for adjustment of existing utilities.

ARTICLE 15. WINTER SHUTDOWN

No 'winter shutdown' will be permitted for this Project.

ARTICLE 16. ADDENDUM TO GENERAL CONDITION 2

Reference is made to General Condition Article 2 – Construction Progress Schedule. For this project, Contractor shall not be required to provide a Water Control Plan or Environmental Protection Plan as may be outlined or referenced in the General Conditions. However, the Contractor shall be responsible for any such requirements set forth in the Technical Specifications or elsewhere in the Solicitation Documents.

ARTICLE 17 ADDENDUM TO GENERAL CONDITION 10

Reference is made to General Condition Article 10 – Environmental Protection Plan. An Environmental Protection Plan in accordance with General Conditions Article 10 will not be required for this Project. However, the Contractor shall be responsible for any such requirements set forth in the Technical Specifications or elsewhere in the Bid Documents. Additionally, the Contractor shall be responsible for protecting the Environmental Resources as described in General Condition Article 9

ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS ARTICLE 92

Reference is made to General Condition Article 92 – Contract Administration Costs – Outside Regular Hours. Compensation to the City for the extra cost incurred when the Contractor elects to perform work more than the normal working hours set forth in General Conditions Article 92 shall at the rate of $150 per hour and shall be deducted from the amount due the Contractor.

ARTICLE 19. ADDENDUM TO GENERAL CONDITION ARTICLE 4 – PARTIAL PAYMENTS

Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Engineer will estimate the value of work completed and will deduct some amount to arrive at a conservative value which will allow Owner to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Engineer's determinations.

ARTICLE 20. ADDENDUM TO GENERAL CONDITION 5 – INSPECTION AND TESTS

Reference is made to General Condition Article 5 – Inspection and Tests. The Project includes a variety of materials testing to ensure compliance with the Technical Specifications and disposal facilities to be identified by the Contractor. The Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

ARTICLE 21. ADDENDUM TO GENERAL CONDITION ARTICLE 39 – RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

Reference is made to General Condition Article 39 – Residents' Preference in Work on Other Public Facilities. In addition to the requirements of the State laws and regulations, the Contractor shall comply with the City of Waterbury Ordinance Chapter 34 as stated in Special Condition 14.

ARTICLE 22. ADDENDUM TO GENERAL CONDITION ARTICLE 40 – LISTING OF EMPLOYMENT OPENINGS

Reference is made to General Condition Article 40 – Listing of Employment Openings. In addition to the requirements of the Governor's Executive Order, the Contractor shall comply with the City of Waterbury Ordinance Chapter 34 as stated in Special Condition 14.

ARTICLE 23. PREVAILING WAGES

State Prevailing wage rates apply to this Project. The minimum rates to be paid labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Because of the application of state wage laws to this Project, the Contractor should be aware that the Contractor will be obligated to certify payrolls and issue compliance statements in accordance with both state procedural requirements. Furthermore, the Contractor and all Subcontractors shall be responsible for paying the applicable state prevailing wages.

ARTICLE 24. PLACE HOLDER

ARTICLE 25. CHANGES TO THE WORK

The cost and/or payment calculations for changes to the work shall be either on a firm proposal agreed to by the City or based on the provisions set forth herein.

Any changes in the work agreed to by the parties, or as directed by the Project Engineer, shall be evidenced by a Change Order authorized in accordance with Section 27 of the Contract and this Article. In no instance shall payments made pursuant to this Article result in an increase in the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time resulting from utilization of this Article must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract.

A. Differing Site Conditions

(l) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the Contractor shall thereafter wait for written instructions from the Project Engineer before proceeding with regard to such conditions.

(2) Upon written notification from the Contractor, the Project Engineer will investigate the conditions to determine if differing conditions exist. The Project Engineer will notify the Contractor of his/her determination whether differing conditions exist. If it is determined that the conditions materially differ and cause an increase in the Total Compensation or Contract Time required for performance of any work under the Contract, the City, with the Project Engineer's

recommendation, will make an adjustment (excluding anticipated profits) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether an adjustment of the Contract is warranted.

(3) No use of this Article will be allowed unless the Contractor has provided the required written notice.

B. Suspension of Work Ordered by the Project Engineer.

(1) If the performance of all or any portion of the work is suspended or delayed by the Project Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Project Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(2) Upon receipt, the Project Engineer will evaluate the Contractor's request. If the Project Engineer agrees that the cost and/or Contract Time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the City, with the Project Engineer’s recommendation, will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Contractor will be notified of the Project Engineer's determination whether an adjustment of the Contract is warranted.

(3) No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

(4) No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this Contract.

C. Significant Change in the Character of Work

(1) The Project Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the Project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.

(2) If the alterations or changes in quantities significantly change the character of the work under the Contract, whether changed by any such different quantities or alterations, the cost for changes to the work shall be either on a firm proposal agreed to by the City or as calculated herein, and such costs shall not include loss of anticipated profits. If a cost cannot be agreed upon, then the cost calculation shall be in such amount as the Project Engineer may determine to be fair and equitable.

(3) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the cost calculations for the altered work will be at the prices bid.

(4) The term "significant change" shall be construed to apply:

(a) when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(b) when an item of work, as defined elsewhere in the Contract, is increased in excess of 125% or decreased below 75% of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of work performed.

D. Unforeseen or Extra Work

Unforeseen work made necessary by the Project Engineer's changes as previously described, or work that is necessary for completion of the Project, but for which no price is provided in the Contract, shall be done in accordance with the requirements of the specifications and as directed by the Project Engineer. The Project Engineer shall notify the Contractor of the necessity for such extra work, stipulating its character and extent, and shall notify the Contractor as to whether the Project Engineer wants the Contractor to propose a unit price or, instead, a lump sum, for the extra work. Within 5 calendar days of receipt of such notification, the Contractor shall advise the Project Engineer, in writing, of the proposed compensation (as a unit price or lump sum, whichever has been requested by the Project Engineer) that the Contractor requests as compensation for the required extra work. The Contractor's request shall be itemized and reasonably detailed and shall include all known or anticipated direct and indirect costs of the work, including but not limited to, the costs of all safety and other equipment, small tools, labor, subcontractor quotes, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The character and extent of the extra work, together with the basis of compensation, shall be communicated in a letter to the Contractor by the Project Engineer. If the Contractor objects to any portion of the defined extra work and/or basis of compensation, and if the Contractor is not willing to agree to the extra work, the Contractor must, within 15 calendar days of its receipt of said letter, respond in writing describing specifically what portions of the extra work the Contractor finds objectionable, the nature of its objections, and the basis for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the extra work as set forth in the Project Engineer's letter.

E. Cost Plus Work

The Contractor's compensation for all work done on a cost-plus basis shall be determined in accordance with the following:

(a) Labor:

(1) For all labor, payment calculations shall be based on the wage rate actually paid by Contractor as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the State Labor Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, payment calculations shall be based the actual wage paid by Contractor to the foremen as shown on the Contractor's certified payroll.

(2) The payment calculations shall the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits, when such amounts are required by a collective bargaining agreement or another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs.

(3) For property damage, bonding, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, the payment calculations shall include Contractor's actual Project costs. The Contractor shall provide to the Project Engineer documentation satisfactory to the Project Engineer in form and substance, of all such costs.

(4) The payment calculations shall also include an amount equal to 20% (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above cost calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of the Project Engineer, a superintendent is required for that work. The allowable rate of pay for such superintendent shall be agreed upon before the Contractor begins the pertinent work. If no agreement on the rate can be reached, the Project Engineer will decide such rate as he deems reasonable.

The Project Engineer reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

(b) Specialized Work: When the Project Engineer directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, the payment calculations for such work shall include the cost for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, the payment calculations for such work shall include Contractor's actual costs, plus additional compensation in accordance with subparagraph (e) below. Prior to performing such specialized work, the Contractor shall obtain and submit to the Project Engineer a minimum of three price quotes for the work, if requested by the Project Engineer.

(c) Materials: For all materials necessary for cost-plus Project work, the payment calculations shall include Contractor's actual cost for such materials as delivered to the Project site, including delivery charges as shown by original receipted bills, plus 15% of the sum of said cost and charges. In lieu of receipted bills for materials used which were not specifically purchased for the Project, but were taken from the Contractor's stock, the Contractor shall provide to the Project Engineer an affidavit certifying that such materials were not purchased for the Project, that the materials were taken from the Contractor's stock, that the quantity claimed to have been used on the Project was so used, and that the payment calculations shall not include any penalty or charge incurred due to the Contractor's late or delayed payment for the pertinent materials.

(d) Equipment: All equipment used for cost-plus Project work must, in the judgment of the Project Engineer, be in good working condition and suitable for the purpose intended; and the Project Engineer reserves the right to determine the size and number of units of equipment to be used for such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Blue Book, considering all current Rate Adjustment Tables, and amendments thereof, which is published by K III Directory Corporation of San Jose, California, including all current Rate Adjustment Tables and amendments thereof.) Trucks will be classified by cubic-yard capacity.

Amounts claimed by the Contractor based on equipment rental rates shall not include any percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.

No percentage mark-up will be included in the payment calculation in connection with amounts claimed by the Contractor based on equipment rental rates.

The payment calculations shall not include rental rates for small tools needed to complete the cost-plus Project work.

For payment calculations purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply only to the actual time during which the equipment is actively being used to perform cost-plus Project work.

For equipment that is also being used for non-cost-plus Project work, the payment calculations shall include the applicable hourly rate only for the actual time that the equipment is assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by the Project Engineer and shall end at the time designated by the Project Engineer.

For equipment brought to the Project site exclusively for cost-plus work, the payment calculations shall include Contractor's loading and unloading costs and costs of transporting such equipment to and from the Project site; provided, however, that cost claimed for return transportation from the Project site shall not exceed the cost of moving the equipment to that site. If such a piece of equipment is self-propelled and is driven to the Project site under its own power, then the payment calculation shall include only operating costs and labor costs for its transport to and from the Project site. The payment calculations will not, however, include any loading, unloading and transportation costs if the equipment is used for any Project work on the site other than cost-plus work.

1) Owned Equipment: The payment calculation shall include the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) which the Contractor uses, with the Project Engineer's authorization, to perform cost-plus Project work, and (2) which is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).

The maximum hourly rate to be used in payment calculations for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 (176 working hours per month).

Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, the Project Engineer will determine, and the payment calculation shall include a reasonable rental rate based on rates prevailing in the area of the Project. If practicable, such rates shall be determined by the Project Engineer before the affected work is begun. If the Contractor proposes that the Project Engineer use a particular rate in such an instance, the Contractor must disclose to the Project Engineer the specific sources of, or support for, said rate.

If a piece of equipment owned by the Contractor is assigned to cost-plus Project work but remains

idle for some portion of the period of the cost-plus work, the payment calculation, shall include for that idle time 50% of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.

For payment calculation purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by the Project Engineer from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the payment calculation. For any piece of Contractor-owned equipment assigned to cost-plus Project work, the payment calculation shall include aggregate minimum of 8 hours (of use time, idle time, or a combination thereof) in each 24-hour day (measured from one midnight to the following midnight) during the assignment period. The payment calculation shall not include Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which the Project Engineer orders the Contractor to do no Project work. If the equipment is used to perform cost-plus Project work for more than 8 hours in a day, the payment calculation shall include the applicable hourly rate computed on a monthly basis for the actual time of use; however, the payment calculation shall not include any claim for more than 8 hours of idle time for a piece of equipment during a given day.

The City shall have the right to limit its aggregate payment calculations for idle time for a given piece of equipment to the replacement value of that equipment.

(2) Rented Equipment: If the Project Engineer determines that to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company

of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall inform the Project Engineer, in advance of such rental, (a) of the specific nature of the rental(s), (b) the reasons for its need for such rental(s), (c) the anticipated or proposed rental rate(s), and (d) the estimated duration for the use of the equipment. Rates for such rented equipment must be provided based on the following:

— A daily rate per hour when the equipment is to be specifically assigned to Project work by the Project Engineer for a period of 7 consecutive calendar days or less.

— A weekly rate per hour when such assigned time exceeds 7 consecutive calendar days but does not exceed 21 consecutive calendar days.

— A monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.

The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by the Project Engineer, whichever occurs first. Interruptions of the rental period, when equipment is used on other than assigned cost-plus work, will not entitle the Contractor to payment at a rental rate that would be applicable to the shorter periods arguably occasioned by such interruptions.

Prior to renting such equipment, the Contractor shall obtain and submit to the Project Engineer a minimum of three quotes, if requested by the Project Engineer.

The payment calculation shall include such rental rates actually paid by the Contractor, provided that the given use and rental rate are acceptable to the Project Engineer. For any such costs to be considered, the Contractor must provide the Project Engineer with a copy of the original receipted

bill for the rental expenses incurred.

(e) Administrative Expense: When extra work on a cost-plus basis is performed by an authorized subcontractor, the payment calculation shall include an additional 7.5% for that work; and such amount will be in addition to the percentage payments described in (a), (b), (c) and (d) above, as a reimbursement for the Contractor's administrative expense in connection with such work. Approval of such additional amounts will be given only after the Contractor provides the Project Engineer receipted invoices for all relevant costs.

(f) Bonding Costs: For bonding on the total cost of the cost-plus work including administrative expenses as outlined in (e) above, the payment calculation shall include Contractor‘s actual cost. The Contractor shall provide the Project Engineer documentation satisfactory to the Project Engineer in form and substance, of all such costs.

(g) Miscellaneous: Any compensation associated with (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and the Project Engineer shall compare their respective

records of the extra work done on a cost-plus basis at the end of each day. Copies of these records shall be signed by both the Project Engineer and the Contractor's representative. The Project Engineer will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with City procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish the Project Engineer with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

ARTICLE 26. PLACEHOLDER

ARTICLE 27. SBE/MBE SET-ASIDES/CHRO COMPLIANCE REQUIREMENTS

The SBE/MBE set-aside and contract compliance requirements under the Connecticut General statutes **do apply** to this project.

ARTICLE 28. CITY OF WATERBURY ORDINANCE CHAPTER 34

The City’s GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34) applies to “Covered Projects” as defined in the ordinance and the requirements set forth therein are in addition to any requirements of other funding sources for the Project. The bidder’s attention is directed to the attached copy of the ordinance and to Sections 14.1 and 14.2 of the attached Sample Construction Contract for additional information regarding the requirements and application of the City’s GOOD JOBS ORDINANCE.

“Covered Projects” are City projects with a value of $500,000.00 or greater.

The City’s GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34) **does** apply to this Project.

ARTICLE 29. PHOTOGRAPHIC AND VIDEO DOCUMENTATION

Drawings and general provisions of the Contract, including General and Special Conditions apply to this Section.

This Section includes administrative and procedural requirements for a professional photographer to perform the following services:

1. Preconstruction Video;
2. Periodic construction photographs; and
3. Final completion construction photographs.

Qualification Data: For firms and people to demonstrate their capabilities and experience. Submit lists of completed projects with project names, contract value and addresses, names and addresses of engineers and owners with work performed. The firm or individual shall be of established reputation who has been regularly engaged as a professional photographer for not less than three years.

Preconstruction Video-Within 14 days following the award of the Contract the Contractor's approved Photographer shall document the entire Project existing site conditions, in the presence of the Engineer's Representative, by use of a video camcorder. Camcorder shall, as a minimum, be Sony Handy Cam HDR-XR160- camcorder-hard disc drive- flash card or approved equal with 1920x1080 Full HD video and sound. The Photographer shall always clearly identify the location of the video as it progresses and document the condition and site features of the existing road and elements and all adjacent and affected properties. Aerial angles shall be included to record the location of the existing pole mounted overhead wire and facilities.

The Contractor shall submit two (2) copies of the video no later than 14 days prior to the start of construction so it can be reviewed for clarity and content. Any areas that are missing, incomplete or unclear shall be repeated and re-submitted to the satisfaction of the Engineer.

Periodic Construction Photographs- Once a month, and at regular intervals designated by the Engineer, the Contractor's Photographer shall provide a maximum of twenty-four (24) 8x10 inch smooth-surface matte prints on single weight commercial –grade stock photo paper, enclosed back-to-back in clear plastic sleeves that are punched for standard 3-ring binder. Two (2) copies of each photograph shall be submitted to the Engineer no later than 14 days after being taken.
On the back of each print provide an applied label or rubber-stamped impression with the following information:

a. Name of Project and Owner;
b. Name and address of photographer;
c. Name of Engineer;
d. Name of Contractor;
e. Date photograph was taken; and
f. Description of vantage point, indicating location of camera, and direction of view.

Final Completion Photographs- Take a minimum of 48 photographs after the date of substantial completion for submission with Project Record Documents. The Engineer will direct the photographer for desired vantage points. Submit two (2) copies of final completion photographs.

Measurement and Payment- The work under this section will not be measured for payment. The Contractor's cost in connection therewith will be considered incidental to, and included in,

the general cost of the Contract.

ARTICLE 30. LAYDOWN AREAS / MATERIAL STORAGE

A Laydown Area shall not impede traffic flow within the City streets. The Contractor may use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

The City will not provide any staging area for Construction. The Contractor shall provide its own staging/storage area. Lay down areas within the project's limits are allowed but require pre-approval from the City (see also General Conditions Article 31). In all cases, the Contractor shall be responsible for the protection of all materials, tools, etc. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public, adjacent property owners and tenants or the City.

The Contractor shall provide its own storage facilities and in all cases be responsible for the protection of all materials, tools, etc. The number and location(s) of storage containers shall be approved by the City. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public or the City or City's employees or tenants. All deliveries of material, equipment, etc., shall be made to the Contractor and accepted only by him/her and only during working hours. City personnel will not receive or accept any materials or equipment, etc. at any time.

ARTICLE 31. PROJECT RECORDS.

Records. Contractor shall keep full and detailed records and exercise such controls as may be necessary for proper management under this Agreement including but not limited to drawings, specifications, reports, maps, correspondence, instructions, books, receipts, trade contracts, purchase orders, vouchers, memoranda and other data relating to this Agreement. Accounting systems shall be capable of demonstrating satisfactory financial controls to the City.

Access to Records. The City or its designee shall be afforded access to Contractor's records, during normal working hours, for the purpose of inspection and audit, whether such records are held on-site or at Contractor's branch and home offices.

Records Retention and Preservation. Prior to final payment, Contractor shall furnish the City with a detailed inventory of the records maintained and thereafter shall preserve these records for a minimum of four (4) years after the final payment for the Work or for such longer period as may be required by law. If, after the end of this period, Contractor wishes to destroy or dispose of said records, the City shall be given the option to take possession of such records prior to destruction or disposal.

Public Access to Documentation. Contractor shall allow Governmental Entities access to Project documentation and accounting records as required by Law.

ARTICLE 32. SOLICITATION DOCUMENTS REFERENCES

All references in the General and/or Special Conditions to "Invitation to Bid," "ITB," "Bid Documents" or words/terms of similar import shall, for the purposes of this solicitation, mean "Request for Proposal" and/or "ITB" as the context so requires.

All references in the General and/or Special Conditions to "Bid" or "Bid Form" shall mean "Price Proposal "as the context so requires.

All references in the General and/or Special Conditions to "Contractor", Vendor" and/or "Consultant" shall mean "Proposer" or "Successful Proposer" as the context so requires.

ARTICLE 33. OFF-SITE WASTE STORAGE AREAS

The City does not provide offsite Waste Storage Areas ("WSA") locations for City projects. All WSA's shall be located within project limits and/or at properly permitted locations. Additionally, all WSA's and all associated activities, including testing, transportation and disposal, are to be the sole responsibility of the Contractor. No separate or additional payment will be made for this work, services and/or activities.

ARTICLE 34. PROJECT ENGINEERING CONSULTANT/OWNER'S REPRESENTATIVE

CSW is the Project Engineering Consultant and **WDC** is the Owner's Representative for the Project.

ARTICLE 35. ADDENDUM TO GENERAL CONDITIONS 11 and 95

Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to maintain utility service to all adjacent property owners/tenants.

ARTICLE 36. AS-BUILT IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY

Upon completion of all work and prior to final payment the Contractor shall provide an As-Built Improvement Location and Topographical Survey of all above ground and below ground improvements within the Limit of work. The survey shall include property lines, dimensions, stretch distances, vertical certification or datum and should be an A2 as built completed by a licensed land surveyor. Said survey(ies) shall be signed and sealed by a State of Connecticut Licensed Surveyor and shall be in accordance with the requirements of Connecticut General Statues, Section 20- 300b. The contractor shall provide one stamped mylar copy and one electronic AutoCAD copy of the As-Built Improvement Location and Topographical Survey. All AutoCAD submissions to the City shall be made in the version required by the City's Public Works Department. No separate payment shall be made for an As-Built Improvement Location Survey, as the cost for such shall be included in the general cost of the project. Final payment will not be made to the Contractor until the As-Built Improvement Location and Topographical Survey is spot checked and approved by the City. Corrections, if any, shall be made to the AutoCAD, and to the mylar reproducible.

ARTICLE 37. ADDENDUM TO GENERAL CONDITION 1

Reference is made to General Condition Article 1 – Plans and Specifications at the Site; Record Documents.

a. The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings and other supplemental drawings, Change Orders, Change Directives, Addenda, Submittals, etc. and other modifications, schedules and instructions in good order.

b. One copy of all documents is to be marked daily to record all approved changes made during construction, including, but not limited to, field changes. At the conclusion of construction, the Contractor shall turn one (1) complete set of As-Built Documents over to the Project Engineer. Both sets shall always be available to the Project Engineer and the City or their authorized representatives.

c. Every sheet of the Plans and Specifications which differs from the actual construction shall be marked, and sheets so changed shall be noted on the title sheets of the Plans and Specifications.

d. Where supplementary drawings are used, including, but not limited to, Change Order Drawings Working Drawings, Shop Drawings or Coordination Drawings, the Contractor shall create an appendix to the As-Built Plans and record a cross-reference to the appendix at the corresponding location on the Plans.

e. As-Built Plan sheets shall document as-built details for the plans, profiles, cross-sections and shall note exact dimensions and actual locations of all elements changed or modified during construction.

f. As-Built Documents shall also reflect details of changes or additional information, including, but not limited to, fabrication, erection, installation, sizing, material, and dimensions, etc. and, for underground utilities and improvements shall also show exact elevations, grade modifications, materials used and related information on piping utilities, earthwork, etc.

g. The Contractor shall mark the As-Built Documents with red erasable pencil, or where directed by the Project Engineer As-Built Documents shall be recorded with three base colors using a standard legend: RED = deleted items, GREEN = added items, BLUE = special information or details.

h. The Contractor shall also maintain one binder of all miscellaneous records such as diaries, field books, manufacturer startup reports, test reports, and Building and Fire Code inspection reports required by other Contract Provisions. The miscellaneous records shall be arranged systematically according to the organization of the Contract provisions.

ARTICLE 38. CONSTRUCTION STAKE OUT

The City will not provide control points, benchmarks or construction stake out. The Contractor shall be solely responsible for the actual construction stakeout. The work shall be included in the Contract Amount. No separate or additional payment will be made for this work and/or services.

END OF SECTION

RFP 8595

CONSTRUCTION CONTRACT ATTACHMENT A-1.1.8

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions, which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

This section applies equally and specifically to all contractors supplying labor and/or equipment and/or materials for this Project and all drawings, specifications and general provisions of the Contract apply to these General Conditions. Where items of the Contract are repeated, it is intended to call particular attention to or qualify them; it is not intended that any other parts of the Contract shall be assumed to be omitted if not repeated herein.

Unless expressly provided for otherwise in the Contract Documents, all costs associated with any work/services required or necessary under the General Conditions shall be considered as included in the Contract Amount (also referred to as Total Compensation). No separate or additional payment will be made for this work and/or services.

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE / AS-BUILTS

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall always be available to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set of all documents over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) consecutive calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor's certified scheduler shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions). If the contractor does not have a certified scheduler in house then the contractor is responsible to hire a subconsultant to prepare all of the schedules and updates. The resume of the certified scheduler (primavera, P6, or equal) shall be provided for approval of the City.

2.02 The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.

2.03 The Construction Progress Schedule shall, at a minimum, indicate the proposed scheduling of all major items of work and Project components. The schedule shall state the methods for doing each portion of the work and show the significant on-site construction activities with planned early/late start early/late completion dates and total float for each activity, including activities of the Contractor, subcontractors, fabricators, and suppliers to ensure adequate planning and communication. Activities shall include, the following items, as applicable: (a) milestone events; (b) seasonal weather limitations; (c) the procurement and fabrication of materials, plant and equipment and any associated submittals; (d) the order in which the Contractor proposes to complete activities; (e) temporary structures or systems; (f) major construction or work zone traffic control stages; (g) activities assigned to Utilities, railroads and other parties; (h) activities assigned to the City and other State or municipal entities; (i) sampling and testing of materials; (j) settlement, surcharge or cure periods; (k) punch list work, (l) inspection activities assigned to the City, including final inspection and (m) all project closeout activities and requirements. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required herein. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.04 Upon approval of the initial Construction Progress Schedule by the Project Engineer, this schedule shall also be referred to as the "Baseline Construction Progress Schedule" or "Baseline Schedule."

2.05 The Contractor shall perform the work of this Contract to satisfy the approved Construction Progress Schedule; however, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Project Engineer deems to be in the best interests of the City. The latest version of the Construction Progress Schedule, as amended and approved by the Project Engineer, shall also be referred to as the "Current Construction Progress Schedule" or "Current Schedule." The approval of the Construction Progress Schedule, or any revision thereof, shall in no way waive the requirements of the Contract nor shall it excuse the Contractor from any obligations under the Contract.

2.06 The Contractor shall be required to execute his work in accordance with the Construction Progress and in accordance with any additional requirements specified herein and/or revisions approved by the Project Engineer.

2.07 The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Project Engineer from time to time, at no additional expense to the City.

2.08 Contractor shall provide, at a minimum, the following:

a. Monthly Updates: Each month, as of a calendar date mutually acceptable to the Contractor and to the Project Engineer, the Contractor shall deliver to the Engineer three (3) prints of all required schedule diagrams and tabulations. Until Final Completion of the work, Contractor shall continually evaluate the status of the Project, comparing it to the current Construction Progress Schedule, or approved revision thereof. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the Current Schedule, or any component thereof.

b. Biweekly Schedules: Each week, the Contractor shall be required to produce and submit to the Project Engineer a biweekly schedule showing all activities planned for the following two-week period. This short-term schedule may be handwritten; however, a two week "look ahead" filter from the Construction Progress Schedule is preferred. The biweekly schedule shall clearly indicate all work planned on a crew basis for the two-week period.

c. Recovery Schedules: If completion of any part of the work, delivery of equipment or materials, or submission of submittals or required documentation is behind the approved Construction Progress Schedule and will impact the end date of the work past the Contract completion dates (create negative float), the Contractor shall submit in writing, a revised Construction Project Schedule acceptable to the City for completing the work on or before the current Contract completion dates.

d. The revised Construction Project Schedule shall take some or all the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:

i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
ii. Increase the number of working hours per shift, the number of shifts per day, the number of workdays per week, or the amount of construction equipment, or any combination of the foregoing.
iii. Reschedule work items to achieve concurrent accomplishment of work activities.

e. Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished by the City, including those provided on the Bid Form, are approximate only and are: a) for procurement related comparison purposes only, and b) given as a basis for the pricing and c) are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the Work at the unit prices provided in the Bid Form/or Price Proposal whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for the actual quantity of authorized, and performed, and/or materials furnished.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within seven (7) consecutive calendar days after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided

as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms supplied by the Contractor and approved by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum items. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by the Project Engineer, shall only be used as a basis for Contractor's periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum item shall be broken down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions those materials stored off-site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5% of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

5.03 Where prices are not broken down sufficiently in the Schedule of Values to accurately determine the value of work completed, Project Engineer will estimate the value of work completed and will deduct some amount to arrive at a conservative value which will allow City to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Project Engineer's determinations.

5.04 The contractor shall supply notarized lien waivers with each notarized monthly application for payment for all subcontractors and suppliers documenting that the contractor is paying all subcontractors and suppliers monthly. For further information regarding compliance with lien waivers refer to article 23

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship shall be subject to inspection, examination and testing by the City and/or Project Engineer (in addition to that required by the Specifications) all times during manufacture and/or construction and at all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project.

6.03 If, at any time before final acceptance of the Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

6.05 Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans and/or otherwise provided by the City is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all the costs of this Project in the other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) consecutive calendar days after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

a. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, topsoil and landforms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized in writing by the Project Engineer. Where such special emergency use is permitted, the Contractor shall always provide effective protection for land and vegetation resources as defined in the following subparagraphs.

b. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

c. Trees, shrubs, vines, grasses, landforms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

d. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

e. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

f. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grass and mulching shall be maintained until construction of the Project is completed.

g. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. A temporary move or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

h. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

i. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) consecutive calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

a. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

b. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

c. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

d. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

e. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

f. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

g. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.

h. Traffic control plan when necessary.

i. Methods of protecting surface and ground water during construction activities.

j. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Contract Documents, it shall have the meaning set forth opposite each below:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGA American Gas Association

AIEE American Institute of Electrical Project Engineers

AISC American Institute of Steel Construction

API American Petroleum Institute

ANSI American National Standards Institute

ASCE American Society of Civil Engineers

ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers

ASME American Society of Mechanical Engineers

ASTM American Society of Testing and Materials

AWG American (or Brown and Sharpe) Wire Gauge

AWWA American Water Works Association

CONNDOT Connecticut Department of Transportation

DEP Department of Environmental Protection

EDR Equivalent Direct Radiation

EPA Environmental Protection Agency

FWQA Federal Water Quality Administration

IBR Institute of Radiator and Boiler Manufacturers

MCB Master Car Builders

NBS National Bureau of Standards

NEC National Electrical Code (latest edition)

NEMA National Electrical Manufacturers Association

NEWWA New England Water Works Association

NFPA National Fire Protection Agency

NPT National Pipe Thread

SMACNA Sheet Metal and Air Conditioning Association

OS&Y Outside Screw and Yoke

STLWG United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge

USS GAUGE United States Standard Gauge

WOG Water, Oil, Gas

WSP Water Steam Pressure

"Federal Specification" means a Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered. The boring log data is contained within the Appendices of the Technical Specifications.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 The City shall interpret its own requirements. In case of any conflict or inconsistency between the provisions of this signed portion of the Contract and those of the Specifications, the provisions of the signed portion of the Contract shall govern.

14.02 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 priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal. The submittals shall be submitted upon award of contract and shall be tied to the baseline schedule submittal and updated monthly.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of fourteen (14) consecutive calendar days for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

The modification shown on the attached drawings is approved in the interest of the City to affect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants, and it is without prejudice to all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether they have been approved by the Project Engineer and/or the City.

15.07 Working Drawings. When required by the Contract or when ordered to do so by the City Representative, the Contractor shall prepare and submit 4 copies of the working drawings to the City Representative for review. These drawings shall be submitted sufficiently (at least 15 consecutive calendar days) in advance of the proposed use, to allow for their review, and any necessary revisions, without delay of the Project. No work covered by these working drawings shall be done until the drawings have been submitted to the City Representative for review and the City Representative's comments have been appropriately taken into account and implemented. The furnishing of the working drawings shall not serve to relieve the Contractor of any part of its responsibilities under the Contract.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be based on material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, after award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrates that the substitute offered is equal to or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall always safely guard and protect the City's property from injury or loss in connection with this contract. He shall always safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or its duly authorized representatives.

19.02 In case of an emergency that threatens the loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.

19.03 Where the Contractor has not acted but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In the event of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 For projects involving asphalt paving, all work shall be temporarily suspended, upon direction of the City, when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and finally accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.04 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such a substitution

shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

a. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)

b. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract.

c. Protect the City from loss due to injury to persons or damage to the work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

23.03 Notwithstanding the above, the Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials furnished.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) consecutive calendar days from receipt thereof, the City shall have the right to terminate the Contract.

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

ARTICLE 27. PERMITS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall always observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance of the Project. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished, or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City; nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e., in addition to each and every other remedy herein provided.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

a. To take every precaution against injuries to persons or damage to property;

b. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor;

c. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work;

d. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance;

e. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made;

f. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense; and

g. To affect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or otherwise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, all equipment, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed,

convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall always be in proper working condition. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices set in the proposal.

ARTICLE 34. CONTRACTOR'S GENERAL WARRANTY PERIOD

34.01 The One Year General Warranty Period shall commence on the date of the written notice of final acceptance of the Project by the City and during such time Contractor shall guarantee his work is free from faulty materials and lack of workmanship. Within the One Year General Warranty Period, if any portion of the Work in the City's opinion require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) consecutive calendar days after receipt of notice from the City. If the Contractor fails to or neglects to start the repairs within five consecutive calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.02 The Payment and Performance Bonds, and Material Bond, if required, shall remain in full force and effect through the one-year General Warranty Period.

34.03 Deficiencies in the Work discovered after the date of the written notice of final acceptance of the Project by the City shall be deemed General Warranty Work. Such deficiencies shall be corrected by Contractor under this Article.

34.04 The Contractor shall remedy any defects due to faulty materials or workmanship within thirty (30) consecutive calendar days of receiving notice thereof by the City. Should the Contractor fail to correct the deficiency within thirty (30) consecutive calendar days, the City may perform the corrective work and Contractor shall be responsible for all reasonable costs incurred by the City in performing such correction.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the City.

35.02 Complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 The contractor remain on the project continuously once work commences and is not permitted to reduce the work force such that it will negatively impact the project schedule.

35.04 If the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bona fide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions; no claims for damages or for an extension time in which to complete the work because of such delay will be allowed by the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed; without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such an inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Contract Documents. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall not be binding on the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Contract Documents. All condemned work and materials shall be removed, and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed, or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents. If all work is found satisfactory, the expense of the examination will be paid for as Extra Work.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of th e work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phases of construction hereby contemplated are to be always governed by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.

b. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, except for the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. No additional sets will be furnished by the City. Such drawings and specifications are not to be used in other work.

ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

45.01 Except to the extent prohibited by Federal or State statute, the Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

Section 2(b) each contract for any such project covered by this section under the supervision of the State or any of its agents shall contain the following provision:

"In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are and, continuously for at least six months prior to the date hereof, have been residents of the State, and if no such person is available, then to residents of other states."

ARTICLE 46. LISTING OF EMPLOYMENT OPENING

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No, 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's

Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of other funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules

in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. The minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by all applicable sections of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse the amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be

subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance of the Project by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such an increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor appears to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be employed again upon the work.

60.2 The contractor shall assign to the project only personnel who are careful and competent. The City may demand the removal of any person employed by the Contractor on the Project who is, in the judgement of the City, guilty of misconduct on the project or incompetent or negligent in the performance of his duties on a City Project or any portion thereof, or who neglects or refuses to comply with direction given by the City in connection with the project. Following such a demand for his/her removal such person shall not work again on the project without the prior written consent of the City. Should the contractor, following such a demand for removal, continue to employ or again employ, such persons, on any City projects without the required consent of the City, the City may withhold all estimated payments that are or may become due to the contractor for this project, or the City may shutdown this project until the contractor has complied with the City's orders concerning that person.

60.3 Any employee of the contractor or subcontractor can be terminated or dismissed from the job by the City should that employee be deemed unfit, unruly, hostile, or otherwise disruptive to the project.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be always working open to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to always conduct business during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will always ensure the safety of the personnel and of the public and places. The Contractor shall defend, indemnify and save harmless the City and its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried out in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and to always exclude unauthorized persons from the site. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor.

For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will ensure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 Except for specific work for which the City has issued a Certificate of Partial Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final acceptance of the Project by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor securing a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Garden Level, (1 Jefferson Square), Waterbury, CT 06702 Phone: (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the City Representative may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office.

Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at all blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored using seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

66.05 The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.

66.06 Where blasting is required after commencement of construction, insurance, as required by the City's Risk Manager, shall be obtained by the Contractor and approved by the City's Risk Manager.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they do not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be

maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be made for this work.

69.02 Movement of construction equipment and all other vehicles and loads over and adjacent to any slotted drainpipe shall be done at the Contractor's risk. Any pipe or backfill which becomes damaged or disturbed through any cause shall be replaced or repaired as directed by the City Representative at the expense of the Contractor and at no cost to the State. Suitable temporary crossovers consisting of steel plate or other materials approved by the City Representative shall be employed for a minimum of 7 consecutive calendar days following concrete backfill operations in all areas where vehicular traffic must be maintained or until such time as the pipe installation will withstand loading without damage. All concrete surfaces shall receive a protective coating. End cap installation shall be as recommended by the manufacturer.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items for direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove it, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due to the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor‘s Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, duct banks and conduits, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City’s or Project Engineer’s directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any necessary specialized equipment necessary to perform this work is included at no additional

cost to the City. Any damage that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City. If any of the above utilities were unforeseen and is in conflict with the contract scope of work this work (time, materials, and equipment) shall be tracked on a con9 sheet. Only the equipment required to navigate through the unforeseen utilities will be tracked, all other on-site equipment will not be tracked as it is part of the contract work (no idle time). Additional specialized equipment needed to perform the work will be compensated for, as it was not part of the contract scope of work. The materials installed as part of the tracked time will be included on the con9 sheet, not under the contract unit.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walkways and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of the best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference to manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be done without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours' notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown in the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, State or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such a manner as to permit such access and to prevent unnecessary delays in the work as a whole. Said access rights shall also include all Federal and State agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City is affected.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City’s easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for workspace, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands has first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measures, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-

way by existing occupancy or use. The Contractor will be required to make every effort to protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners fully and satisfactorily.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to always permit full use of private facilities. All these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore, the Contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under **"WORK WITHIN THE LIMITS OF PRIVATE PROPERTY"** and all costs in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer to allay dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be always kept moist as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefore shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

86.02 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer to allay dust conditions.

86.03 All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damage to persons or property that occurs because of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance of the Project by the City, whether the same has been covered by partial payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENT

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall continue in this capacity full time for this project, unless: (1) the person ceases to be on the Contractor's payroll; or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work more than the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work more than the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

93.02 All daily activity reports shall be signed in the field by the contractor’s superintendent and the City’s Inspector. Daily reports cannot be edited after the fact.

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance of the Project, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHEOLOGICAL FINDS

97.01 During the life of this Contract, if any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City; and
(2) Project Engineer or Inspector.

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In conformance with Section 16-345 of the Regulations of the Department of Public Utility Control, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Public Utilities Regulatory Authority (PURA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The PURA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact PURA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs as directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (CONNDOT) and/or as required by CONNDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all CONNDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 Except where expressly provided otherwise in the Contract Documents, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

104.01 If this Contract is federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) TITLE VI, CIVIL RIGHTS ACT OF 1964, which provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) SECTION 3, HUD ACT OF 1968, which provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in or are owned in substantial part by persons residing in the area of the project.

(c) LABOR STANDARDS compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 105 SEMI-FINAL INSPECTION / SUBSTANTIAL COMPLETION

105.1 Contractor shall notify the Project Engineer when it believes the work (or a portion thereof) is Substantially Complete and shall file with the City a written, notarized "Contractor's Affidavit of Substantial Completion" and request a Semi- Final Inspection of the work.

105.2 Contractor, prior to requesting Semi-Final Inspection, shall complete and submit the following, listing known exceptions in its Affidavit of Substantial Completion:

i. Include supporting documentation for Substantial Completion as indicated in these Contract Documents;

ii. Advise City of outstanding permit closure requirements. Submit certificates of inspections conducted, reports, and other documentation required by local or state authorities;

iii. Where required, submit photographs, specific warranties, final certifications, and similar documents; and

iv. Provide Partial Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers may be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.

105.3 After the City's receipt of Contractor's Affidavit of Substantial Completion, the Project Engineer will either proceed with Semi-Final Inspection or advise Contractor of prerequisites not fulfilled.

105.4 Following Semi-Final Inspection, Project Engineer will either inform the City to prepare a Certificate of Substantial Completion or advise Contractor of work that must be performed prior to issuance of said certificate and repeat the inspection when requested and assured that the work has been substantially completed in accordance with the Contract Documents.

105.5 Contractor's payment requisition coincident with, or first following the date claimed as Substantially Complete, shall be processed in the same manner as a partial payment requisition and shall show either 100% completion for the work claimed as Substantially Complete, and/or list incomplete items, value of incompletion, and reasons for being incomplete.

ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION

106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.

106.2 Concurrently, the Project Engineer shall prepare a list (the "punch list") of remaining items of work to be completed and/or deficiencies to be addressed.

106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.

ARTICLE 107. FINAL INSPECTION / FINAL COMPLETION

107.1 The Contractor shall notify the Project Engineer when it believes the Work is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.

107.2 After receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection or advise Contractor of prerequisites not fulfilled.

107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:

a. Supporting documentation not previously submitted and accepted;

b. Discontinue and remove, as appropriate, temporary facilities and services, along with construction tools and facilities, and similar elements;

c. Evidence of final, continuing insurance coverage complying with insurance requirements, including certificates of insurance for products and completed operations where required;

d. Reports and forms required by Federal and/or State funding sources, as required thereby;

e. A copy of City's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by City Representative;

f. Any final documents requested by City Representative;

g. If applicable, submit final liquidated damages settlement statement, acceptable to City;

h. Photographs, specific warranties, final certifications, and similar documents;

i. All required As-Builts, Record Drawings and Documents and Surveys, in number and formats specified; and

j. Provide Final Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers shall be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.

107.4 Following Final Inspection, Project Engineer will either inform the City to a prepare the "City's Certificate of Final Completion" or advise Contractor of work that must be performed prior to issuance of said certificate and repeat the inspection when requested and assured that the work has been finally completed in accordance with the Contract Documents.

ARTICLE 108. CITY'S CERTIFICATE OF FINAL COMPLETION

108.1 If, following final inspection, the work is not determined to be Finally Complete, the City Representative will advise the Contractor accordingly, in writing, and the process will be repeated when Final Inspection is again requested by Contractor.

108.2 Upon determination that the work is Finally Complete, the City shall issue the "City's Certificate of Final Completion" that shall establish the date of Final Completion by the Contractor.

ARTICLE 109. SEMI-FINAL PAYMENT APPLICATION

109.01 After the issuance of the City's Certificate of Final Completion, the Contractor shall prepare a Semi- Final Payment Application showing the final estimate of quantities, as confirmed by the Project Engineer. Should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the contract unit prices and reflected in the Final Estimate by adding or deducting said amounts from the Contract amount.

109.02 If use of the Owner Controlled Contingency Allowance or any other allowance(s) is required for this Semi-Final Payment Application, all required paperwork shall be processed prior to execution of the Semi-Final Payment Application.

109.03 All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in the Semi-Final Payment Application.

109.04 The Semi-Final Payment Application shall be processed in the same manner as a partial payment requisition.

ARTICLE 110. FINAL ACCEPTANCE OF PROJECT

110. Final Acceptance of the Project shall occur when:

(a) All Project work has been completed to the satisfaction of the City and the following have been submitted to the satisfaction of the Project Engineer and the City:

i. All documentation and supporting information required by the Contract Documents; including but not limited to: Final Waiver of Lien from each Subcontractor, supplier and the Contractor;

ii. Reports and forms required on all Federal Aid Projects;

iii. Warranties, guarantees, final operation and maintenance manuals, and documentation to the effect that training, and start-up support required by the Contract have been completed;

iv. After Final Inspection has been held, all required additional work and final cleaning-up have been completed, and all the Contractor's equipment and construction signs have been removed from the Project site;

(b) City has issued Semi-Final Payment to the Contractor; and

(c) Upon delivery to the Contractor by City of its written notice of Final Acceptance of the Project.

ARTICLE 111. FINAL ESTIMATE

111.01 Subsequent to Final Acceptance of the Project, the Project Engineer shall prepare a Final Estimate which shall state the final Contract amount, any liquidated damage amounts, all City payments to Contractor, the final amount of any holdback(s) by the City, plus any other credits from Contractor to the City as well as retainage to be released to Contractor with Final Payment. The Final Estimate shall be signed by the Contractor and by the Project Engineer.

ARTICLE 112. CERTIFICATION OF FINAL PAYMENT

112.01 Based on amounts set forth in the Final Estimate, the Contractor shall prepare and submit its Final Payment Application.

112.02 Final Payment to the Contractor shall be based on City's Certification of Contractor's Final Payment Application.

112.03 All closeout documents required to be submitted within 30 days of substantial completion. This includes but is not limited to: as builts, warranties, lien waivers, final affidavit of completion.

ARTICLE 113. ACCEPTANCE OF FINAL PAYMENT

113.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of Final Payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than forty (40) consecutive calendar days after mailing of such Final Payment. Such a statement shall specify the items claimed. Should the Contractor refuse to accept the Final Payment as tendered, it shall constitute a waiver of any right of interest thereon.

END OF SECTION

Minimum Rates and Classifications
for Building Construction

ID#: 25-11173

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 8595 Project Town: Waterbury
State#: . 151-0310PV, 151-0311PV, 151- FAP#:
Project: Design and Build Rooftop Solar Photovoltaic Systems: Five Schools

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	48.81	34.05
2) Boilermaker	48.21	30.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	42.61	34.89 + a
3b) Tile Setter	40.0	32.75
3c) Tile and Stone Finishers	33.0	27.43
3d) Marble & Terrazzo Finishers	34.2	26.23
3e) Plasterer	44.52	29.63

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3f) Terrazzo Mechanics & Marble Setters	40.6	34.93
------LABORERS------		
4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	35.7	28.85
4) Group 1a: Acetylene Burners (Hours worked with a torch)	36.7	28.85
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person running mixer and spraying fireproof only).	35.95	28.85
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	36.2	28.85
4c) **Group 4: Pipelayers: Licensed P6 -P7 (one or two employees of the total crew who primary task is to perform mating of pipe sections).	36.7	28.85
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	36.45	28.85
4e) Group 6: Blasters, nuclear and toxic waste removal.	38.7	28.85
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	38.7	28.85
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	36.2	28.85
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	35.7	28.85

4i) Group 10: Traffic Control Signalman	21.42	28.85
4j) Group 11: Toxic Waste Removers A or B With PPE	38.7	28.85
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	42.03	29.19
5a) Millwrights	43.25	29.13
5b) Carpenter - Welder	42.53	29.19
5c) Carpenter: Working with creosote lumber or acid	43.03	29.19
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	47.4	35.32+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	66.72	38.435+a+b
-----OUTSIDE LINE CONSTRUCTION----		
Groundman	32.1	13.95
Linemen/Cable Splicer	58.37	33.94
8) Glazier (Trade License required: FG-1,2)	43.13	26.50+ a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	58.19	29.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	53.33	29.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	57.78	29.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	56.79	29.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer)	52.92	29.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	51.92	29.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	51.42	29.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	50.63	29.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	50.63	29.80 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	50.22	29.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	49.77	29.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	49.25	29.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	48.67	29.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	45.96	29.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	45.96	29.80 + a
Group 12: Wellpoint Operator.	45.87	29.80 + a
Group 13: Compressor Battery Operator.	45.12	29.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	43.6	29.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	43.06	29.80 + a
Group 16: Maintenance Engineer.	42.2	29.80 + a

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Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	47.91	29.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	44.7	29.80 + a
Surveyor: Chief of Party	48.16	29.80 + a
Surveyor: Assistant Chief of Party	44.41	29.80 + a
Surveyor: Instrument Man	42.73	29.80 + a
Surveyor: Rodman or Chainman	36.78	29.80 + a
------PAINTERS (Including Drywall Finishing)------		
10a) Brush and Roller	39.57	26.50
10b) Taping Only/Drywall Finishing	40.32	26.50
10c) Paperhanger and Red Label	40.07	26.50
10d) Spray	42.57	26.50
10e) Spray Helper	40.57	26.50
10f) Blast	44.57	26.50

10g) Blast Helper	40.57	26.50
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	50.58	36.30
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
Roofer: Cole Tar Pitch	46.0	24.74 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	44.5	24.74 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	44.7	44.38
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	50.58	36.30
------TRUCK DRIVERS------		
17) Block Truck	37.48	32.68 + a
17a) 2 Axle	36.16	32.68 + a
17ab) Helpers	34.66	32.68 + a
17b) 3 Axle, 2 Axle Mixer	36.27	32.68 + a

17c) 3 Axle Mixer	36.33	32.68 + a
17d) 4 Axle	36.39	32.68 + a
17e) 4 Axle Mixer	37.19	32.68 + a
17ef) 5 Axle	36.39	32.68 + a
17eg) 5 Axle Mixer	37.19	32.68 + a
17f) Heavy Duty Trailer (40 Tons and Over)	38.66	32.68 + a
17g) Euclids and Semi-Trailer	36.44	32.68 + a
17h) Heavy Duty Trailer up to 40 tons	37.39	32.68 + a
17i) Snorkle Truck	36.54	32.68 + a
17j) Swivel Dump and Tack Truck	36.39	32.68 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	53.76	33.44 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.
Surveyors: Hazardous material removal: $3.00 per hour premium.
*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.
**Note: Hazardous waste premium $3.00 per hour over classified rate.
Truck Drivers: Trainers Premium: $3.00 over wage rate.
Truck Drivers: Night Premium - Mixer Drivers: $2.00 over wage rate.

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Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: October 30, 2025

#11

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, December 4, 2025**
BOARD MEETING: **Thursday, December 18, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
Mrs. Cuevas	Walsh gym, café: Thursday, Dec. 18th 3:30 – 6:30 pm (Clothes giveaway/Walsh families) (Snow Date: Mon., Dec. 22nd)
Mayor's Office	Kennedy aud.: Monday, Dec. 1st 6:00 – 8:00 pm (joint meeting of Board of Aldermen and the Board of Education to Swear in and elect officers)
Linda Richard	Career Academy gym and café: Saturday, March 28th 7am – 5pm (Snow Date for the Hosa State Leadership Conference on 3/14/26)
E. Brown	Reed gym: Thursday & Friday, Dec. 4th & 5th 3:00-5:00 pm (girls and boys basketball try outs)
K. Copperthite	Generali café: Saturday, Dec. 13th 7:30am – 1:30 pm (Family Engagement event: Breakfast with the Grinch)
D. Bakewell	Maloney Magnet Sch.: Saturday, Jan. 10th 11:00 am – 2:00 pm (entire school) (Open house for prospective families)
M. Avoietta	Reed café: Monday, Nov. 24th 4:00-6:00 pm (Playgroup/Friendsgiving for families)
K. Crocetto	Wilson gym & café: Wednesday, Feb. 18th 5:00 – 7:00 pm (Family Engagement Night)
M. LeBlanc	WAMS room 102 : Friday, Dec. 19th 5:15 – 7:45 pm (NAHS Family Paint Night)
M. Tierney	Wilby gym: Tuesday, Dec. 16th 5:00 – 7:30 pm (set up at the Wilby vs Career Academy basketball game to promote library
K. Mays	Sprague gym & café: Saturday, Dec. 6th 11:00am – 3:00pm (PTO – Brunch with Santa)

N. French-Graham	R. Clemente School gym: Thurs., Dec. 18th 4:00-6:30 pm (Clemente Closet clothing giveaway) R. Clemente School gym & café: Sat., Dec. 20th 11am – 4:30pm (Community Café meeting to explore available resources for families)

Took

SCHOOL PERSONNEL USE ONLY

DATE: 11-18-25

TO: SCHOOL BUSINESS OFFICE

FROM: Mrs. Quevas

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

NAME OF SCHOOL REQUESTED: Walsh School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

SNOW DATE

DATES REQUESTED: 12-18-25 or 12-22-25

FROM: 3:30 am/pm TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

Clothes giveaway for our Walsh families.

Mrs.

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: 11/19/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Mayor's Office - Ali DeGirolamo

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 12/01/2025

FROM: 6:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Special joint Board of Alderman, Board of Education meeting to swear in and elect officers

Ali DeGirolamo
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.

Kyoka

SCHOOL PERSONNEL USE ONLY

DATE: 11/18/25

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard - WCA

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: March 28th Sat.

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

FOR THE FOLLOWING PURPOSES:

Snow Date for HOSA State Leadership Conference

APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/4/25 + 12/5/25

TO: SCHOOL BUSINESS OFFICE

FROM: Reed School

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

NAME OF SCHOOL REQUESTED: Reed School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 12/4/25 + 12/5/25

FROM: 3 am/pm TO: 5 am/pm

FOR THE FOLLOWING PURPOSES:

girls and boys basketball try outs

APPLICANT E. Brown

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.

Fourth

SCHOOL PERSONNEL USE ONLY

DATE: 11/24/25

TO: SCHOOL BUSINESS OFFICE

FROM: K. Copperthite (Generali)

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

NAME OF SCHOOL REQUESTED: Generali

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Dec 13, 2025

FROM: 7:30 (am)/pm TO: 1:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Family Engagement Event
Breakfast with the Grinch

K Copperthite
APPLICANT (Principal)

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: 11-24-25

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakewell, Maloney Magnet

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

whole school

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Snow date

DATES REQUESTED: January 10, 2026 Jan. 24

FROM: 11:00 am/pm TO: 2:00 am/pm

FOR THE FOLLOWING PURPOSES:

Open House for prospective families

Diane Bakewell
APPLICANT

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

Grade 12

SCHOOL PERSONNEL USE ONLY

DATE: 11-19-25

TO: SCHOOL BUSINESS OFFICE

FROM: Family resource Center
Marrose Avoletta

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

NAME OF SCHOOL REQUESTED: Rees School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms
☐ Computer Room

DATES REQUESTED: 11-24-25

FROM: 4 am/pm TO: 6 am/pm

FOR THE FOLLOWING PURPOSES:

Playgroup Friendsgiving. 12-15 families

Marrose Avoletta
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:
_11/19/25_____

TO: SCHOOL BUSINESS OFFICE

FROM: _____

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

NAME OF SCHOOL REQUESTED: ___Woodrow Wilson_____

☐ Auditorium ▪▪ Gymnasium ☐ Swimming Pool ■■ Café/Rooms

DATES REQUESTED:
___**2/18/2026**_____

FROM: __5PM___ am/pm TO: 7PM__am/pm

FOR THE FOLLOWING PURPOSES:

I'd like to use the café and gym for a family engagement night from 5PM to 7 Pm on 2/18/2026

Kyle Crocetto

_____
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 11/21/25

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - 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: 12/19/25

FROM: 515 am/pm TO: 715 am/pm

FOR THE FOLLOWING PURPOSES:

WAMS Family Paint Night
change date from 12/10 to
12/19

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: November 25, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Silas Bronson Library

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

NAME OF SCHOOL REQUESTED: **WILBY**

☐ Auditorium X Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tuesday, December 16, 2025

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

FOR THE FOLLOWING PURPOSES:

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

Michael Tierney
Librarian III

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



SCHOOL PERSONNEL USE ONLY

DATE: 12/01/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Sprague School

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

NAME OF SCHOOL REQUESTED: Sprague Elementary

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

DATES REQUESTED: 12/06/2025

FROM: 11:00am TO: 3:00pm

FOR THE FOLLOWING PURPOSES:

PTO Event – Brunch with Santa

Kimberly Mays, Assistant Principal

APPLICANT

Please note the following provisions:

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

C:\Users\bfoley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\15871K53\SCHOOL reservation form.doc

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/1/25

TO: SCHOOL BUSINESS OFFICE

FROM: Boost! Site Coordinator
Nadia French-Graham

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: 12/18/25

FROM: 4:00 PM am/pm TO: 6:30 PM am/pm

FOR THE FOLLOWING PURPOSES:

Clemente Closet is a community clothing giveaway hosted at Roberto Clemente School. Families are invited to select free, gently-used clothing items for children and adults. The event supports our school community by providing needed resources in a welcoming, organized space.

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 12/1/25

TO: SCHOOL BUSINESS OFFICE

FROM: Boost! Site Coordinator
Nadia French-Graham

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: 12/20/25

FROM: 11:00AM am/pm TO: 4:30PM am/pm

FOR THE FOLLOWING PURPOSES:

POW Community Café at Roberto: We would like to host the POW Community Café at Roberto on Saturday, December 20, from 1:00 – 3:30 PM. The Community Café is a parent meeting designed to provide a welcoming space for families to connect with community partners, explore available resources, and engage in meaningful discussions. Dinner and childcare will be provided so parents can focus on community-relevant topics and professional development.

Panel on Parent Engagement in the PTO's: Our focus for this session will be Parent Engagement in the PTOs. We would love to include one active staff member and one parent on the discussion panel. The conversation will highlight ways to get involved, the impact of parent engagement, and the importance of working together as a team to strengthen the school community. Please let me know if you have suggestions for individuals who could serve in these roles.

APPLICANT

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

#12

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, December 4, 2025**
BOARD MEETING: **Thursday, December 18, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

I move that the Waterbury Board of Education approve the use of school facilities and/or waiver requests by the following groups and organizations subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
Countrywood Hills Condo Assoc. Alison Marinelli	Crosby media ctr.: Wed., Dec. 17th 5:00-9:00 pm (annual condo meeting)

REQUESTING WAIVERS:

Greater Waterbury YMCA Anthony Ireland	Crosby gym, lockers, café: Sat. & Sun., Dec. 20th and 21st 9:00am – 8:30pm (Communoty Engagement Basketball) ($3,150)

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

Wtby. Bridge To Success Terrance Fullmore	Duggan café: Thursday, Dec. 4th 4:30 – 7:00 pm (Family Engagement Night)
Hoops 4 Life D. Fryer	Driggs gym: 12/2 – 3/5/26 Tues & Thurs 5:30-8:30 pm West Side gym: 12/5 – 3/6/26 Fridays 5 – 9 pm

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 Alison Marinelli NAME OF ORGANIZATION Countrywood Hills Condo Assoc

ADDRESS 380 Hitchcock Rd Waterbury CT TELEPHONE # 860-274-5182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby HS DATES 12/17/25 ROOM(S) Media Room

OPENING TIME 5:00 CLOSING TIME 9:00 PURPOSE Annual Meeting

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40ish CHILDREN

SIGNATURE OFAPPLICANT Alison Marinelli DATE 11/24/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Russell Antonacci - 1278 Main St. Watertown CT 860-274-5182

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. Am (PLEASE INITIAL)

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

RENTAL FEES:

MISCELLANEOUS FEES: Rm: $10.00/HR

SECURITY DEPOSIT $ 500.00 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 Anthony Norland NAME OF ORGANIZATION The Greater Waterbury YMCA

ADDRESS 136 W Main Street (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE #

SCHOOL REQUESTED Crosby High DATES December 20+21 ROOM(S) Gymnasium, Lockers, Cafe

OPENING TIME 9am CLOSING TIME 8:30pm PURPOSE Community Engagement - Basketball

ADMISSION (if any) $5-Kids, $10-Adults CHARGE TO BE DEVOTED TO 203-768-0933

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50+ CHILDREN 50+

SIGNATURE OF APPLICANT [signature] DATE 11/18/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Anthony Norland, 526 Woodtick Road, 203-768-0933

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. AL (PLEASE INITIAL)

(3) ($3150.)

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

RENTAL FEES:

MISCELLANEOUS FEES

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-8963 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: Greater Waterbury YMCA

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gymnasium, Locker Rooms, Cafe

DATE(S): December 20th 2025 TIMES: 10-8pm 1525.-

DATE(S): December 21st 2025 TIMES: 10-3pm 1525.-

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

11/18/25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived

$ _____ Building Usage Fees

$ 3,150.- Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Terrace Fullmore (Prost Site coordinator) NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 prospect Street Wtby Ct 06702 TELEPHONE #
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan DATES 12/4 ROOM(S) Cafe

OPENING TIME 4:30pm CLOSING TIME 7:00pm PURPOSE Family Engagement Night

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-30 CHILDREN 30-60

SIGNATURE OFAPPLICANT DATE 11/18/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Terrace Fullmore / Althea Marshall Brooks 83 prospect Street 475-305-9256

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. TF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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 Dewden Fryer NAME OF ORGANIZATION Hoopalife, Inc.

ADDRESS 232 N. Elm Street (street) Wby (city) CT (state) 06702 (zip code) TELEPHONE # 203 597-9348

SCHOOL REQUESTED Driggs DATES 12/2 - 3/5/26 ROOM(S) Gym

OPENING TIME 5:30 CLOSING TIME 8:30 PURPOSE basketball practice/games

ADMISSION (if any) none CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 10

SIGNATURE OFAPPLICANT Dewden Fryer DATE 12-1-25

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

65 Cables Av Wby CT 06780 (203) 232-4578

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Tues & Thurs.

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

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

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

APPLICANT Doreen Fung NAME OF ORGANIZATION Hoopalife, Inc.

ADDRESS 232 N. Elm Street Wby CT 0702 TELEPHONE # 203 597-4340
(street) (city) (state) (zip code)

SCHOOL REQUESTED WSMS DATES 12/5 - 3/6-26 ROOM(S) Gym

OPENING TIME 5 CLOSING TIME 9 PURPOSE basketball practice / game

ADMISSION (if any) None CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 10

SIGNATURE OFAPPLICANT Doreen Fung DATE 12-1-25

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

65 Cables Ave Wby CT 06780 (203) 232-4178

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE_____YES_____NO

PLEASE READ THE FOLLOWING CAREFULLY

Fridays

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

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

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

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

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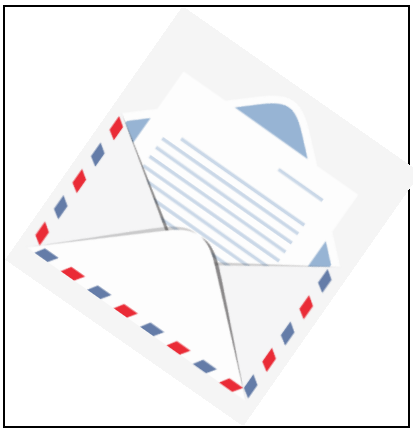
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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



COMMUNICATIONS



November 18, 2025 through
December 2, 2025

Lagom Lifestyle Counseling, LLC

Lá;gom:
Find spaces, and ways of living that are not too much and not too little. Find a state of being that's just right. Lagom is key to becoming more centered, happy, and balancing the pressures of everyday life.

FAX

TO: Board of Ed & DR Schwartz	**FROM: Brandy** Smith
FAX:	**SENDER'S FAX NUMBER:**
PHONE:	**SENDER'S PHONE NUMBER:**
RE: 203-574-8010	**TOTAL NO. OF PAGES INCLUDING COVER:** 7
DATE:	
COMMENTS:	

CONFIDENTIALITY NOTICE: This fax transmission (and/or the attachments accompanying it) may contain confidential and/or privileged information belonging to the sender. The information is only for the use of the intended recipient. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. Any unauthorized interception of this transmission is illegal under the law. If you have received this transmission in error, please promptly notify the sender, and then destroy all copies of the transmission.

Website: Lagomct.com
brandy@lagomct.com

Phone: 860-387-5587
Fax: 860-201-4093

Lagom Lifestyle Counseling, LLC

Lá;gom:
Find spaces, and ways of living that are not too much and not too little. Find a state of being that's just right. Lagom is key to becoming more centered, happy, and balancing the pressures of everyday life.

Board of Education Date: **November 13, 2025**

Subject: **Formal Report on Crisis Response Failure and Recommendations for Improvement**

Dear Board of Education,

This letter is to serve as a formal report on a **crisis response failure** at Bunker Hill Elementary School and my **recommendations for improvement**.

On November 12, 2025, a client under my care experienced a severe behavioral crisis at Buck Hill Elementary, during which it was reported he attempted multiple times to jump out of a classroom window. This posed an immediate and significant safety risk to the client and others.

The teacher reported that the client's mother stated repeatedly, *"Call 211..."* Despite these directives and the urgency of the situation outlined critical steps were not taken in a timely manner. Upon my arrival at the school, as outlined in the crisis plan, I inquired where 211 was and why they had not been called as planned. The response by Principal Dunn was, *"No, we didn't call anyone for assistance."*

Principal Dunn further explained to me, *"This happens all the time, we just keep pulling him down off the window."* This statement raises serious concerns about the adequacy of crisis response protocols and the safety measures currently in place for students in acute distress at Bunker Hill Elementary.

Identified Failures

1. Failure to Contact 211 Immediately: Despite the mother's repeated directive and the imminent danger, 211 was not contacted prior to my involvement.
2. Failure to Implement Agreed-Upon Crisis Plan: The collaborative plan established between the mother, teacher, aunt (emergency contact), and clinician was disregarded.
3. Obstruction of Clinician Role: I was prevented from executing the agreed plan, despite having signed consent to treat and ROI documentation authorizing intervention.

Lagom Lifestyle Counseling, LLC

Lά;gom:
Find spaces, and ways of living that are not too much and not too little. Find a state of being that's just right. Lagom is key to becoming more centered, happy, and balancing the pressures of everyday life.

4. Normalization of Dangerous Behavior: The statement that this "happens all the time" suggests a systemic issue where repeated high-risk behaviors are managed informally rather than through proper crisis protocols.
5. Guardian Incapacity Not Addressed: The mother was assessed as highly intoxicated and unable to make sound decisions, yet this was not escalated appropriately by school staff.

Specific Recommendations for Improvement

1. Immediate Crisis Activation:
    - When a child is in imminent danger (e.g., attempting self-harm), staff must immediately contact 211 or emergency services without delay.
    - Assign a designated crisis lead in the building to ensure accountability for activating protocols.
2. Guardian Capacity Assessment Protocol:
    - Train staff to recognize signs of parental incapacity (e.g., intoxication) and escalate to crisis services rather than relying on impaired guardians for decisions.
3. Mandatory Communication Chain:
    - Notify the clinician and emergency contact immediately when a crisis occurs.
    - Provide real-time updates on actions taken to all parties involved.
4. Written Documentation of Plans:
    - All directives from guardians and agreed-upon plans must be documented and shared with the clinician and administration before implementation.
5. Staff Training and Accountability:
    - Implement mandatory training on crisis response, mandatory reporting, and collaboration with mental health professionals.
    - Establish clear accountability measures for failure to follow crisis protocols.
6. Respect for Collaborative Agreements:

Lagom Lifestyle Counseling, LLC

Lá;gom:
Find spaces, and ways of living that are not too much and not too little. Find a state of being that's just right. Lagom is key to becoming more centered, happy, and balancing the pressures of everyday life.

- Once a plan is agreed upon by the family, school, and clinician, it must be implemented unless safety concerns dictate otherwise. Any deviation should be documented and justified.

The failure to follow crisis protocols and agreed-upon plans placed the client and others at significant risk. Immediate corrective action is necessary to ensure the safety and well-being of students in future emergencies.

Sincerely,
Brandy Sellitto, M.S., NCC, LPC

B. Sellitto, LPC

Lagom Lifestyle Counseling
486 South Main Street Bldg 2
Thomaston CT 06787
Phone: (860) 387-5587
Fax: (860) 201-4093
Email: brandy@lagomct.com

cc: Darren Schwartz, Superintendent Waterbury Public Schools; Brittany Dunn; Department of Children and Families Services

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

November 17, 2025

Leeana Rodriguez
36 Chipman Street
Waterbury, CT 06708

Dear Ms. Rodriguez:

Your name is being certified to the Department of Education for the position of Cook Lead (Req. #20250342) at $21.71 per hour.

Your official start date in this position will be November 20, 2025.

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

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/nw
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Adam Shaban, Director of Food Service
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

November 17, 2025

Terri Brooks
97 Hickory Lane
Wolcott, CT 06716

Dear Ms. Brooks:

Your name is being certified to the Department of Education for the position of Cook Lead (Req. #20250819) at $21.71 per hour.

Your official start date in this position will be November 20, 2025.

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

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/nw
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Adam Shaban, Director of Food Service
File

CABE Connecticut Association of Boards of Education

PRESENTS

POLICY HIGHLIGHTS

November 25, 2025

Observance of Religious Holidays in the Public Schools

The rapidly approaching holiday season often raises the question of how the various religious holidays can or should be recognized in schools. School populations are increasingly more diverse. The multitude of religions and beliefs present in public schools provides an opportunity to teach, through modern holiday celebrations, not only about history and other cultures, but also about mutual respect, citizenship, tolerance, and peace.

Board policy should provide guidance on the role of religion in schools, not only regarding holiday observance but also other religion-related issues. The issue of religion in the schools remains a subject often marked by confusion and conflict. Board policy, grounded in law and judicial decisions, can clarify the district's approach and offer an opportunity for cooperation on what could be an extremely emotional issue for the community.

The law provides some guidelines for practice and sound policy. Policies and guidelines about the role of religion in the schools should be based on the constitutional guarantee of religious liberty expressed in the First Amendment of the U.S. Constitution. Public schools may neither promote nor inhibit religious belief or non-belief. Schools, as governmental bodies, must remain neutral among religions and between religion and non-religion. Governmental action must have a secular purpose, must not have a primary effect of advancing or inhibiting religion, and must not cause excessive entanglement between religion and government. A school, with respect to the Free Speech Clause, cannot discriminate against speech based on the viewpoint of the speaker; however, the courts have distinguished between the religious speech of a private individual, which is protected by the Free Speech Clause, and government-sponsored or endorsed speech, which is prohibited by the Establishment Clause.

Within the current legal framework, school districts must make many practical decisions regarding religious holidays and related issues. Such policies and decisions must demonstrate sensitivity to the needs of all students and a willingness to provide a course between avoiding all references to religion on the one hand and promoting religion on the other.

The adoption of policies governing religious activities in schools is recommended. Such policies impact instruction, facility use, curriculum, graduation activities, staff and student attendance. Many samples are available, upon request, from CABE. This "Policy Highlight" review focuses on religious holidays and how the law affects policy direction, given the time of year.

The study of religious holidays may be included in the curriculum as opportunities for teaching about religions. Such study serves the academic goals of educating students about history and cultures, as well as the traditions of particular religions within a pluralistic society. At the elementary level, natural opportunities arise to discuss religious holidays while studying different cultures and communities. At the secondary level, students of world history or literature have opportunities to consider various holy days and religious holidays.

However, teachers must be alert to the distinction between teaching about religious holidays, which is permissible, and celebrating religious holidays, which is not. Recognition of and information about holidays may focus on how and when they are celebrated, their origins, histories, and the generally agreed-upon meanings. An objective and sensitive approach, neither promoting nor inhibiting religion, can foster understanding and mutual respect for differences in belief. Teachers must not use the study of religious holidays as an opportunity to proselytize or to inject personal religious beliefs into the discussions. Activities that clearly promote a particular religious faith should not be permitted in the schools. However, school events that involve music and other activities related to various religious faiths, without proselytizing, are permissible.

The display of religious symbols in the school setting is a common concern. The use of religious symbols, used only as examples of cultural and religious heritage, is permissible as a teaching aid or resource. Religious symbols may be displayed only temporarily as part of the academic program. Students may choose to create artwork with religious symbols, but teachers should not assign or suggest such creations.

Religious symbols are not permissible seasonal decorations. Religious decorations are prohibited year-round. The question is often raised about religious symbols that have become secular. The Supreme Court has held that Christmas trees and a Hanukkah menorah, in some instances, have become secular symbols of the winter holiday season that, when displayed by a public entity, may not constitute an Establishment Clause violation. However, it is not at all clear that such displays are permitted in public schools. The Court has noted that, "when located in a public school, such a display might raise additional considerations." In 2006, the Second Circuit, which includes Connecticut, ruled on a New York City schools policy that permits the display of Christmas trees, a menorah, and a star and crescent as "secular" symbols. The Court held that the display of these items served the dual secular purposes of celebrating holidays and promoting greater understanding of cultural and religious differences.

Moreover, religious music may be sung or played as part of academic music study. School concerts that present a variety of selections may include religious music. However, concerts should avoid programs dominated by religious music, especially when these coincide with a particular religious holiday. The overall effect must not endorse religion and must relate to secular educational goals. Students should be excused from participation upon request. The use of art, drama, or literature with religious themes is also permissible if it serves a sound educational goal in the curriculum, but not if used as a vehicle for promoting religious belief.

At this time of year, especially in the coming month of December, questions are often raised about religion in schools. Decisions about what to do at this time of year should begin with the understanding that public schools may not sponsor religious devotions or celebrations. Holiday programs should be devised that serve an educational purpose for all students. Such programs should not make any student feel excluded or identified with a religion not their own. In short, while recognizing the holiday season, none of the December school activities should have the purpose of promoting or inhibiting religion.

In determining whether a particular celebration, song, decoration, or display violates the Constitution, the administration and staff should consider the following questions. To be constitutional, an affirmative answer is required for each:

1. Does the governmental action have a bona fide secular or civic purpose?

2. Does the primary effect neither advance nor inhibit religion, i.e., is it neutral toward both religion and non-religion?

3. Does the governmental action avoid excessive entanglement with religion?

The Eight Circuit of Appeals in 1980 decided an important case on this subject, holding that the curriculum can include discussion of holidays having both religious and secular significance, and that the study of these holidays could include religious symbols and religious music "in a prudent and objective manner and as a traditional part of the cultural and religious heritage of a particular holiday." *(Florey v. Sioux Falls School District).*

In summary, public schools can observe, not celebrate religious holidays, which have a cultural or secular component, as well as a religious significance. Teaching about religion is permissible; celebrating religious holidays is not. Schools can teach students about Christmas and have students participate in the holiday's cultural traditions. The use of religious symbols is permissible as a teaching aid or resource, provided they are used only as examples of cultural or religious heritage. Religious symbols may be displayed only temporarily as part of the academic lesson being studied.

Holiday concerts in December may appropriately include music related to Christmas, Hanukkah, and other religious traditions, but religious music should not dominate. Balance is key, or there may be a perception that the school is sponsoring or favoring a particular religion over others. While recognizing the holiday season, none of the school activities in December should have the purpose or effect of promoting or inhibiting religion. However, activities that clearly promote a particular religious faith are not permitted.

However, it is also true that holiday traditions have become a part of our culture. It is not always easy to draw the line. School events that involve music and other activities related to various religious faiths, without proselytizing on behalf of any, will be appropriate under the First Amendment."

Public school teachers do not have the same breadth of academic freedom as university professors, due in large part to the age of the students and to compulsory school attendance laws, which create a captive audience for teachers. Teachers speak on behalf of the school, so they should not use their position to promote outside religious activities or otherwise promote or denigrate religion while fulfilling their teaching roles.

Careful planning that complies with board policies can result in happy holidays free of legal challenges.

Policy Implications: CABE policy #6115.2, "Religious Observances and Displays," provides guidance on this issue and is available upon request from the CABE Policy Department. In addition, policy #6141.2, "Separation of Church and State," also provides guidance on this issue. This policy is available in the Core Policy Manual, accessible on the CABE website in the member section.

Other Holiday Season Issues with Policy Direction: Other issues occur at this time of year, for which policy can guide the appropriate approach. One issue pertains to ethics. Years ago, a student might have given a teacher a piece of fruit as a holiday gift. However, in our current society, gifts are increasingly elaborate and may pose ethical problems. It could be inferred, based on the gift, that it was given to influence the recipient in the performance of their duties. Therefore, it is a good idea to review the district's ethics policy on accepting gifts.

The policies to consider are:

- #0050 – Code of Ethics
- #4118.22/4218.22 – Code of Ethics (Personnel)
- #9271 – Code of Ethics (Board of Education)
- #1313 – Gifts to School Personnel

Another concern at this time of year is student attendance. Research supports the view that school attendance is an essential component of school success. Therefore, it's undesirable to see an increase in absenteeism the week before and after the holiday school vacation period.

Use policy to promote a culture of regular school attendance. Remind students and parents/guardians of the district's attendance policy during this holiday season. Policy #5113, "Attendance," addresses school attendance and the requirements for chronic absenteeism. The policy should be sensitive to religious observances and permit a reasonable number of excused absences to observe religious holidays.

Student wellness can also come into play at this time of year. The season includes parties, celebrations, and gatherings with food. It is important to review the school wellness policy, #6142.101, and its corresponding regulation for guidance on foods provided but not sold in the school setting. This is another opportunity to remind the school community about the guidelines. The staff should be reminded that in-school holiday-season celebrations should center on non-food activities or serve only foods and beverages permitted by the district's wellness policy.

The policies mentioned in this issue can help to ensure a safe and happy holiday season for all. Good communication is key to keeping the holidays relatively stress-free in the school setting.