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: March 31, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, April 2, 2026,
Roberto Clemente International Dual Language School

The Committees of the Board of Education will meet on Thursday, April 2, 2026, 5:30 p.m., Roberto Clemente International Dual Language School, 116 Beecher 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/biFaTXfllHM.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Diurca Tomasella

PUBLIC SPEAKING

1. *Committee of the Whole/10 minutes* ~ Northwest Regional Workforce Investment Board Partnership and Good Jobs Committee – Cathy Awwad, Joe Diorio.

2. *Committee of the Whole/10 minutes* ~ Multilingual Report – M. Zaldivar Barahona.

3. *Committee of the Whole/10 minutes* ~ Dr. Schwartz, N. Albini:
   a. Request approval to file a grant application for the proposed Waterbury Preschool Center Project.
   b. Request approval of the preparation of schematic drawings and outline specifications for the proposed Waterbury Preschool Center Project.
   c. Request approval of the establishment of a Building Committee for the proposed Waterbury Preschool Center Project.

4. *Committee of the Whole/5 minutes* ~ Request approval of a Memorandum of Agreement with William Julius Wilson Institute Harlem Children's Zone for the Promise Pathways Program – Dr. Schwartz, J. Davis.

5. *Committee on Finance/3 minutes* ~ Request approval of an Agreement with The Waterbury Young Men's Christian Association for Truancy Prevention Services – J. Davis.

6. *Committee of the Whole/3 minutes* ~ Request approval of Amendment One (1) to the no-cost Education Affiliation Agreement with KRE-BSL Husky East Farms Operations, LLC (Benchmark Senior Living, LLC) to provide Certified Nurse Assistant clinical hours to students – M. Merati.

7. *Committee on Finance/3 minutes* ~ Request approval to apply for the CSDE Carl D. Perkins Secondary Supplemental Enhancement Grant 2026 – L. Allen Brown, J. Frenis, M. Merati

8. *Committee on Finance/3 minutes* ~ Request approval of Amendment One (1) to the Agreement with Wheeler Clinic, Inc. for educational services in accordance with students' IEPs – W. Johns.

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

10. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement (RFP #8699) with All-Electric Construction & Communications LLC for operations and maintenance services for city-owned solar photovoltaic systems – N. Albini.

11. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Clearwater Industries Inc. (RFP #8592) for chemical water treatment at various schools – N. Albini.

12. *Committee on Finance/3 minutes* ~ Request approval of a Construction Contract with Infrastructure Repair Service, LLC for pool slab repairs at Kennedy High School – N. Albini.

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

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

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

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

a. Athletic appointments:

Name	*Assignment*	*Effective*
Dickey, Ryan	Softball Coach/NEMS	03/26/26
Els, Courtney	Associate Unified Sport Coach/WSMS	03/06/26
Neal, Gregory	JV Softball Coach/CHS	03/17/26
Rodriguez, Jonathan	Freshman Baseball Coach/KHS	03/25/26
Sarlo, Dante	Assistant Baseball Coach/KHS	04/01/26

b. Unified Sports appointments:

Name		*Assignment*
COORDINATORS		
Crane	Stephanie	Chase Elementary School/Split
Bramble	Nicole	Chase Elementary School/Split
Murph	Tyrone	Gilmartin Elementary School
Larkin	Brian	Kingsbury Elementary School
Coombs	Erin	Reed Elementary School
Danziger	Byron	Walsh Elementary School
Royka	Samantha	Washington Elementary School
TEACHERS		
Jando	Christina	Chase Elementary School
Terenzi	Timothy	Gilmartin Elementary School
Fazzino	Francisca	Kingsbury Elementary School
Chouinard	Alyssah	Reed Elementary School
Katrenya	Wesley	Walsh Elementary School Selected
Brown	Timothy	Washington Elementary School

c. Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Eff.*
Labbe, Melissa	Attendance-Truancy Coordinator -WAMS	FT	$18.22/hr	UPSEU 69	ID Magnet WAMS 2	03/26/26
Palmer, Yencere	Hall Monitor Wilby	PT	$16.94/hr	NON BOE	SIG 9 Wilby 25-26	03/26/26
White, Andrea	Behavior Counselor Wilby	FT	$24.00/hr	UPSEU 69	Title I DW 25-27	03/12/26

d. Miscellaneous appointments:

Name	*School/position*	*Program*
Crane, Stephanie	Chase/Administrator	21st Century After School Program
Guerrera, Sara	Wilson/Teacher	21st Century After School Program
Kupec, Meghan	Kingsbury/Teacher	21st Century After School Program
Mendello, Joseph	WAMS/Administrator	21st Century After School Program
Valentin, Crystal	Wilson/Teacher	21st Century After School Program

e. Miscellaneous summer school appointments:

Name	*School/position*	*Program*
Casceillo, Jennifer	Coordinator	Extended School Year (ESY)
Donohue, Kelly	Coordinator	High School Summer School
O'Brien, Kendra	Coordinator	Middle School Summer School
Ortiz, Janet	School Secretary	Middle School Summer School
Cruess, Carla	Rotella/Administrator	RMS Summer School

f. Resignations/terminations:

Name	*Assignment*	*Effective*
Haas, Taylor	Sprague/Grade 4	06/30/26
Hughes, Philip	Tech Ed/KHS	03/19/26 (terminated)
Mustafaraj, Magi	Wilson/Grade 2	03/19/26
Sullivan, Michael	CHS/Social Studies	04/17/26

g. Retirements:

Name	*Assignment*	*Effective*
Antonios, Gina	W. Cross/PreK	06/30/26

ADJOURNMENT

ATTEST: _____

Carrie A. Swain, Clerk
Board of Education

Roberto Clemente International Dual Language School



ROBERTO CLEMENTE

International Dual Language School

Diurca Tomasella

Principal

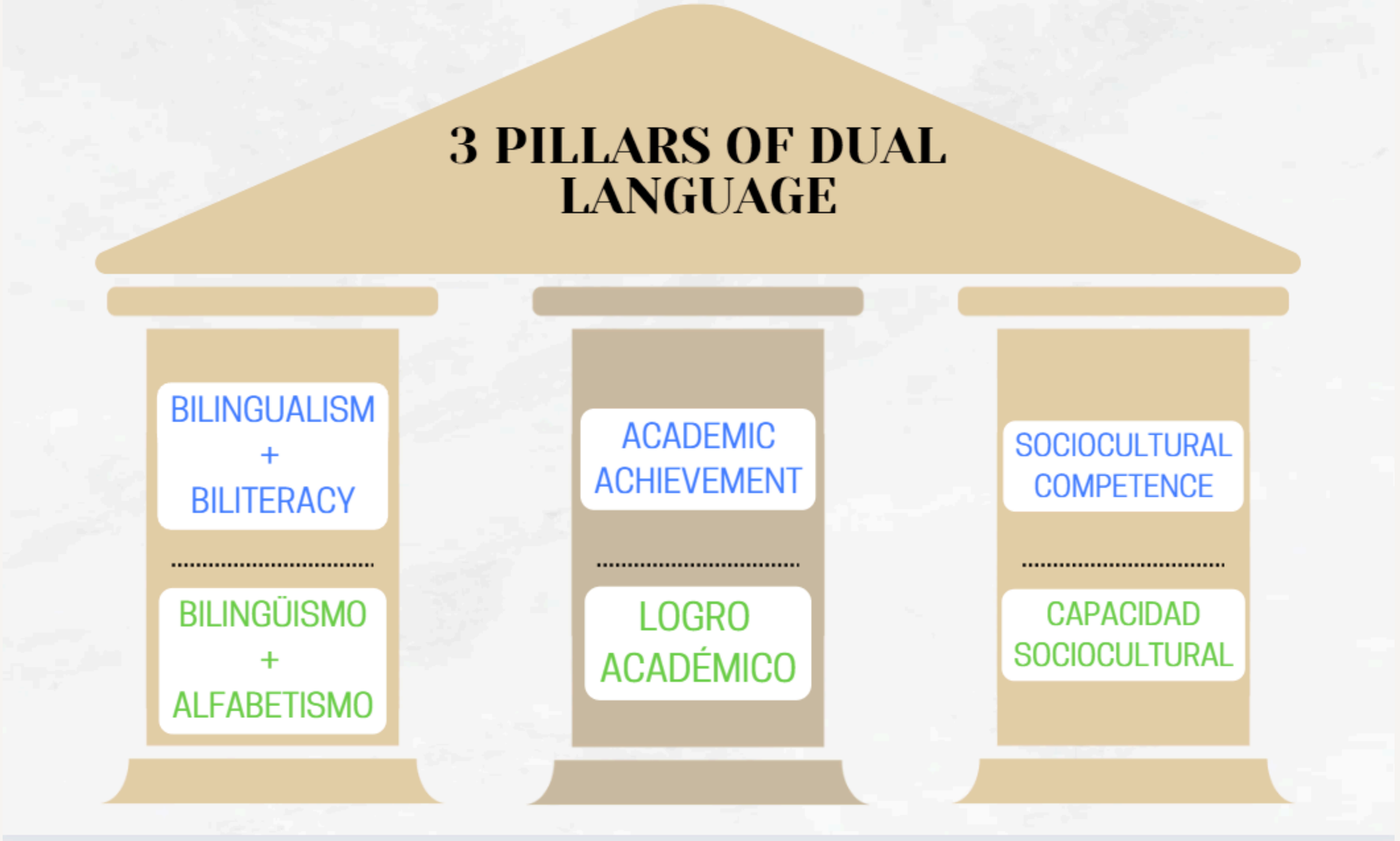
Inspiring and empowering students to become biliterate in English and Spanish and attain high levels of academic achievement through cultural and language immersion

Today's Agenda

- 3 Goals of RCIDLS Immersion Program
- Academic Performance/Attendance Data
- Professional Learning
- Family Engagement
- Next Steps
- 5 Years in Review (Recap Clip)

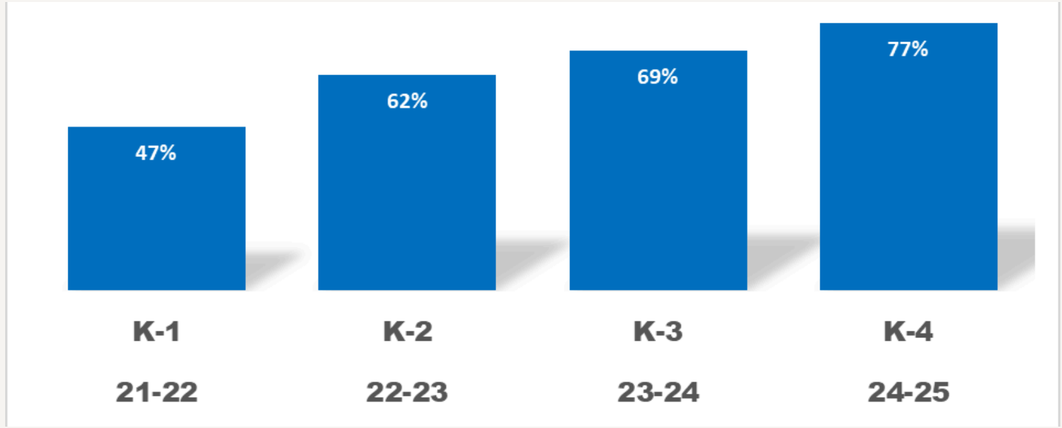


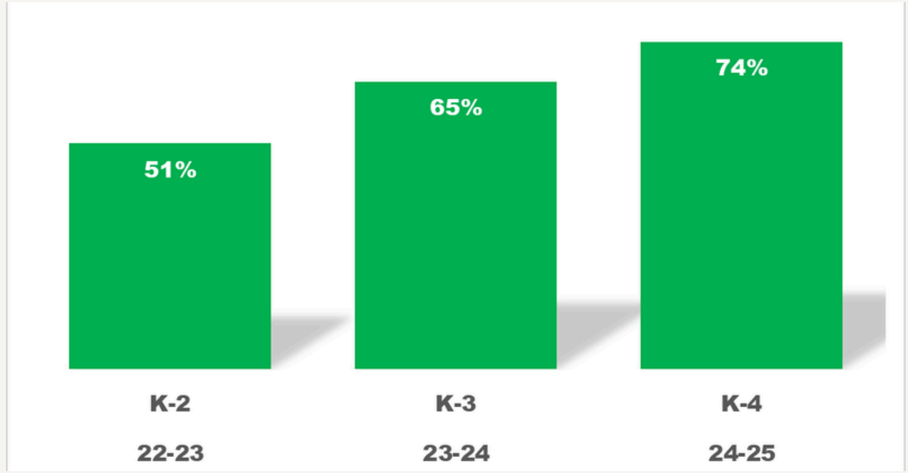
Establishing Shared Values and Vision



Our Growth Throughout the Years

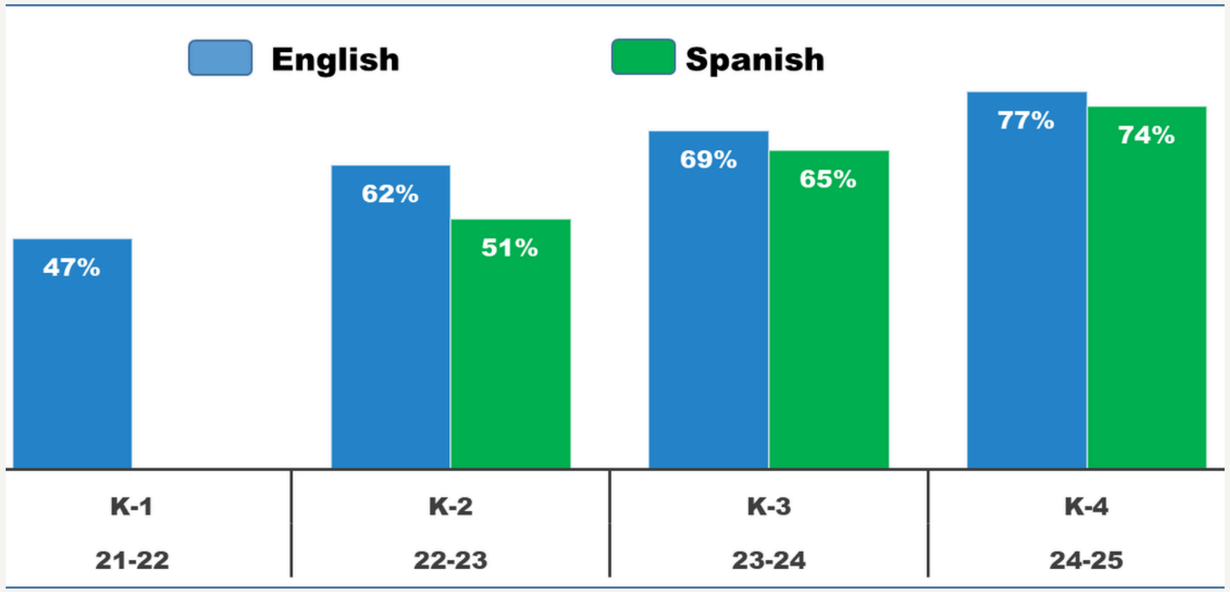
English Reading Historical Data
mCLASS DIBELS % of students proficient or above





Spanish Reading Historical Data
mCLASS Lectura % of students proficient or above

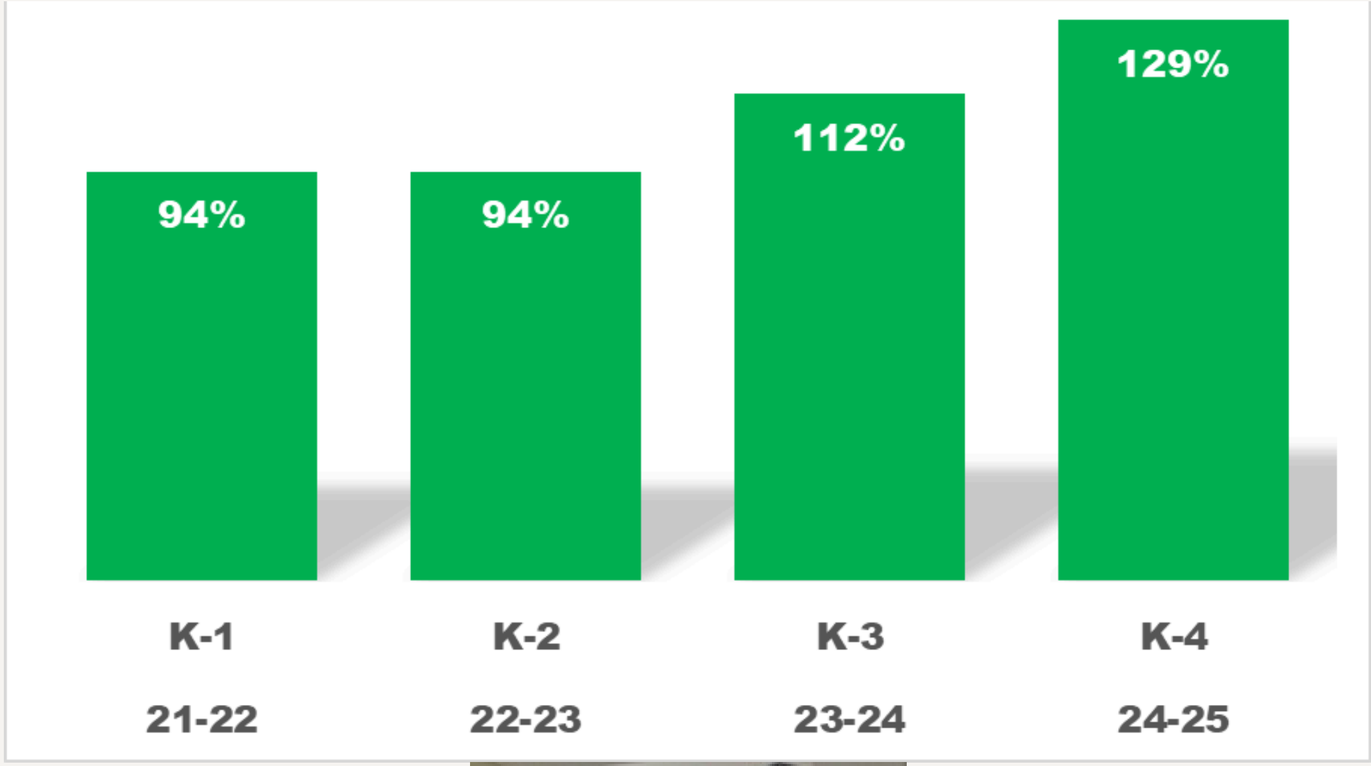
Dual Language Comparison



Parallel English and Spanish Growth

Our Growth Throughout the Years-Iready Math

- School of Distinction 2025
- 2025/2026 MOY 54% to 69%
- Highest Accountability Index in District (2 points from Category 1)



NEWS // EDUCATION

CT Education Department announces 140 'Schools of Distinction.' See if yours made the list.

By **Natasha Sokoloff**, *Staff Writer*
Oct 31, 2025



140 Connecticut schools have been named Schools of Distinction by the state Department of Education. The Connecticut State Department of Education.
Natasha Sokoloff | Hearst CT Media



Smarter Balanced Highlights

R.C. INTERNATIONAL

SMARTER BALANCED /SPI -School Performance

PERCENTAGE OF STUDENTS MEETING OR EXCEEDING THE ACHIEVEMENT LEVEL

YEAR/HISTORICAL DATA	ELA	MATH
RCIDLS 2023-2024	64.5	59.3
District 2023-2024	51.9	44.7
RCIDLS 2024-2025	67.7	66.3
District 2024-2025	51.9	46.3



R.C. INTERNATIONAL

SMARTER BALANCED /GROWTH

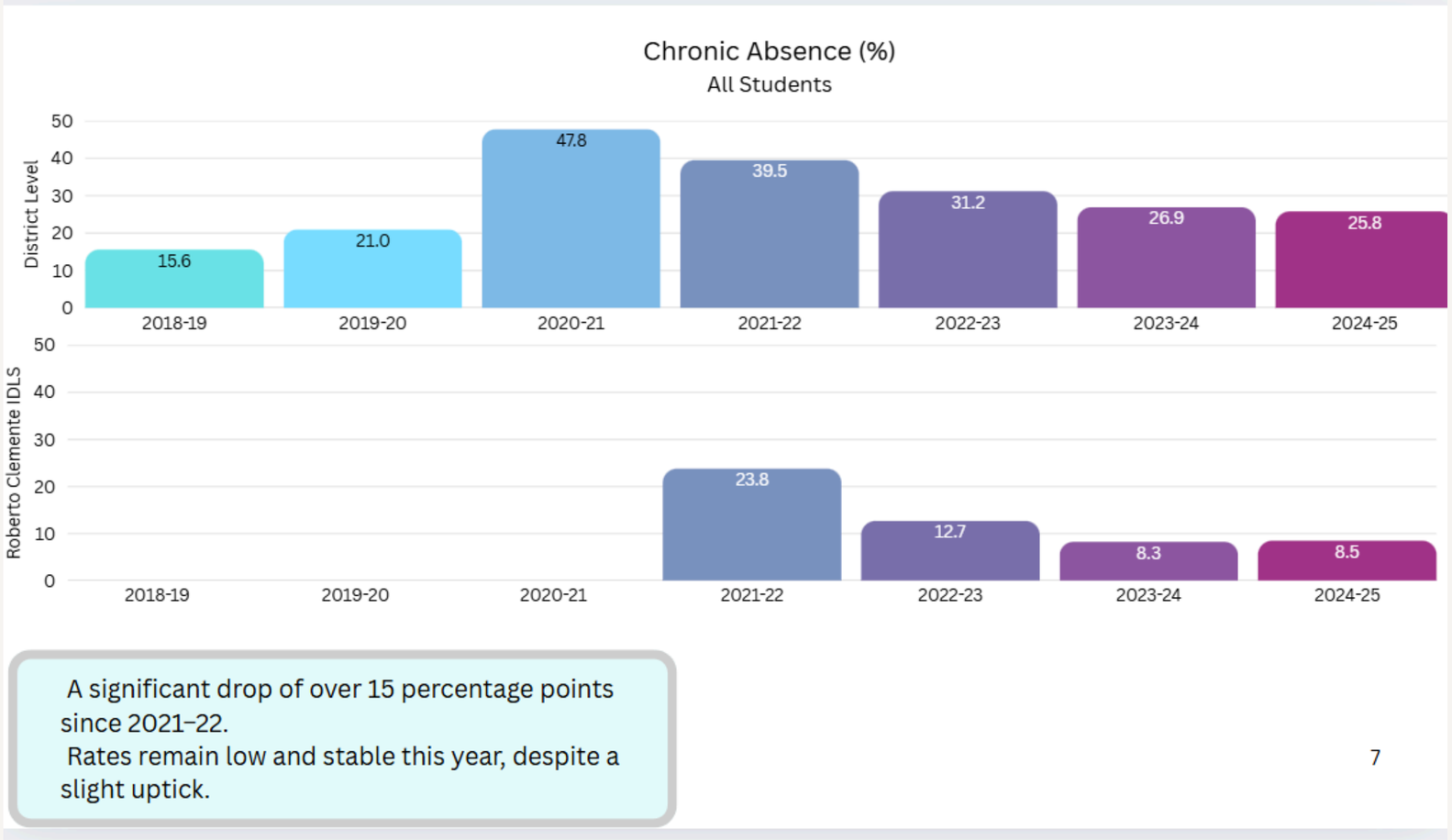
PERCENTAGE OF TARGET ACHIEVED (PTA)

YEAR	ELA	MATH
RCIDLS 2024-2025	66.9	80.5
District 2024-2025	56.6	52.5

2024-2025 Preliminary School/District Performance Index (SPI/DPI) - Enrolled on 10/1

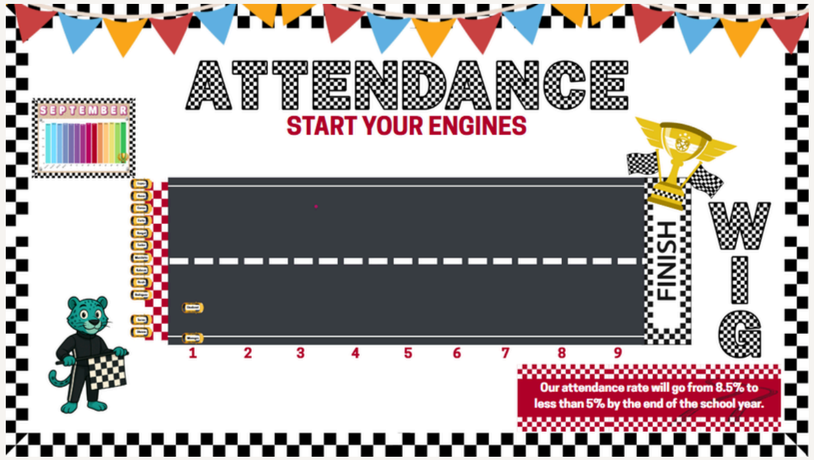
SCHOOL	ELA									
	18-19	21-22	22-23	23-24	24-25	DIFF	CSDE ESSA TARGET (BASED ON 16-17 DATA)	DIFF CSDE ESSA TARGET	WPS POST COVID TARGET (BASED ON 20-21 DATA)	DIFF WPS POST COVID TARGET
Maloney	72.6	67.0	67.1	68.9	68.7	-0.2	73.1	-4.4	70.0	-1.3
International				64.5	67.7	3.2			66.3	1.4
Rotella	73.8	64.3	64.4	66.4	67.5	1.1	72.6	-5.1	68.6	-1.1
WAMS	60.3	62.6	64.6	64.4	64.9	0.5	67.3	-2.4	66.5	-1.6
Carrington	64.7	59.1	58.7	56.8	62.9	6.1	68.6	-5.7	65.1	-2.2
Regan	64.0	64.5	60.9	63.6	61.3	-2.3	69.4	-8.1	67.9	-6.6
Chase	63.9	56.7	56.7	61.7	59.6	-2.1	68.5	-8.9	64.0	-4.4
Wallace	54.5	53.6	50.7	55.0	58.2	3.2	65.4	-7.2	62.7	-4.5
Generali	63.2	54.6	53.3	55.3	57.0	1.7	69.6	-12.6	62.6	-5.6
Tinker	59.9	52.5	53.8	57.3	56.6	-0.7	70.0	-13.4	61.3	-4.7
Duggan	63.4	53.1	53.3	54.3	56.2	1.9	68.2	-12.0	61.0	-4.8
Wendell Cross	64.8	59.2	55.3	56.4	56.1	-0.3	71.0	-14.9	65.8	-9.7
Kingsbury	60.7	54.8	51.8	55.4	55.8	0.4	69.1	-13.3	62.6	-6.8
West Side	53.7	48.1	50.6	51.6	54.6	3.0	65.3	-10.7	61.9	-7.3
Washington	59.6	51.5	54.3	53.1	54.6	1.5	68.2	-13.6	60.5	-5.9
Bucks Hill	57.8	55.2	52.1	57.0	54.1	-2.9	67.6	-13.5	61.2	-7.1
Bunker Hill	56.9	50.3	49.2	51.8	53.5	1.7	67.2	-13.7	60.8	-7.3
Gilmartin	51.9	45.9	46.4	49.0	53.3	4.3	66.6	-13.3	57.9	-4.6
DISTRICT	*55.6*	*51.3*	*50.7*	*51.9*	*53.2*	1.3	*66.7*	*-13.5*	*61.6*	*-8.4*
Hopeville	54.9	48.6	47.4	49.5	51.8	2.3	66.4	-14.6	61.3	-9.5
WCA	53.4	50.6	45.7	48.8	50.9	2.1	66.7	-15.8	61.6	-10.7
Walsh	52.3	50.5	48.7	48.6	50.8	2.2	65.6	-14.8	60.1	-9.3
Driggs	55.9	51.9	50.4	48.8	50.7	1.9	66.3	-15.6	59.9	-9.2
North End	54.3	49.4	50.6	50.5	49.5	-1.0	66.1	-16.6	59.8	-10.3
Wilson	54.7	49.2	48.0	49.0	49.2	0.2	67.5	-18.3	60.4	-11.2
Reed	59.4	48.4	46.4	46.7	46.7	0.0	67.9	-21.2	61.2	-14.5
Sprague	55.4	47.7	45.9	47.4	44.9	-2.5	66.0	-21.1	59.4	-14.5
Crosby	39.7	37.7	38.1	38.5	40.8	2.3	62.1	-21.3	55.1	-14.3
Kennedy	42.4	42.0	40.3	37.6	39.8	2.2	63.0	-23.2	60.0	-20.2
Wilby	38.3	35.5	35.4	34.8	34.3	-0.5	61.9	-27.6	54.6	-20.3

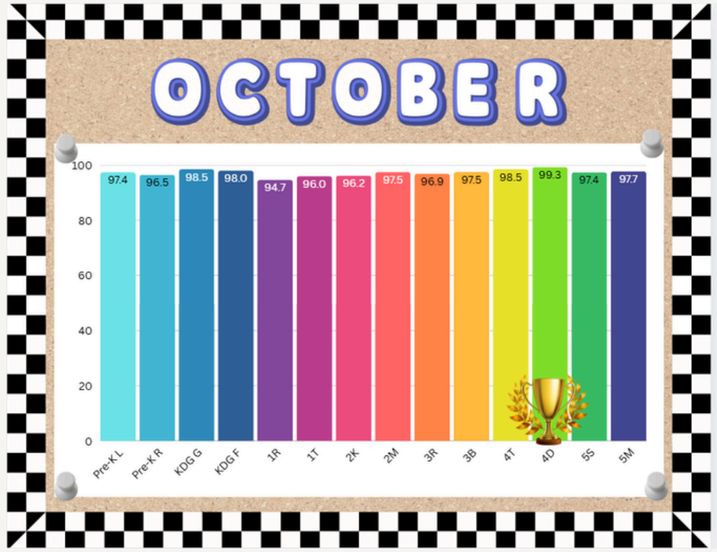
ATTENDANCE



A significant drop of over 15 percentage points since 2021–22.

Rates remain low and stable this year, despite a slight uptick.





Professional Development

Intentional Cultivation of Staff Development

La Cosecha National Dual Language Conference 2025

- Teachers attended and presented learning to colleagues, building teacher leadership capacity.

  November 2025- RCIDLS 1st time presenting nationally

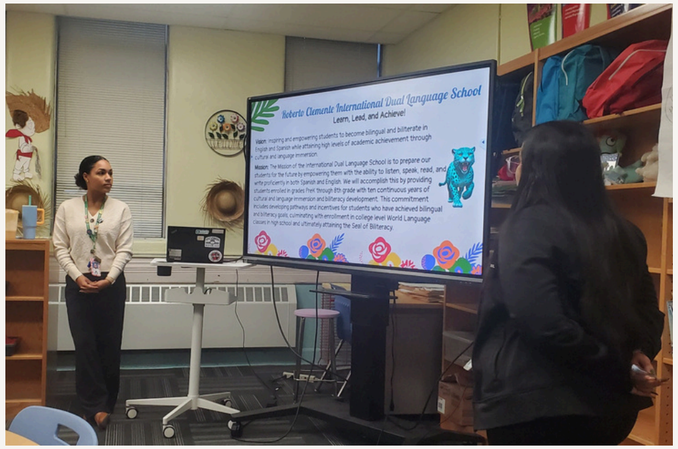
  Ms. Torres & Ms. Diodonet
- PD focused on the whole child through the 7 Habits of Highly Effective People



Raleigh, NC



Albuquerque NM

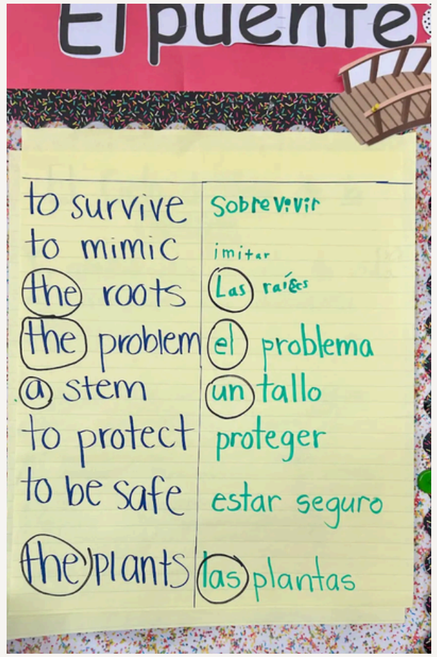


Waterbury CT

Academic Professional Development/Focus

Engaging in Visible and Meaningful Learning

- Balanced Literacy in English and Spanish
- Cross-Linguistic Transfer
- Building Thinking Classrooms
- Cognitive Lift Instructional Practices



Grade	Spanish 50%	English 50%
Kindergarten	• Language Arts • Science • Math	• Language Arts • Social Studies • Math
1st grade	• Language Arts • Social Studies • Math	• Language Arts • Science • Math
2nd grade	• Language Arts • Science • Math	• Language Arts • Social Studies • Math
3rd grade	• Language Arts • Social Studies • Math	• Language Arts • Science • Math



Family Engagement: Shared Values and Vision

Positioning Families as Leaders and Partners is Our Collective Achievement

- Both languages are valued, visible, and celebrated.
- Clemente Connects Series/Family Roots Day
- Two-way Staff and Family Communication
- Excellence From All, For All, Every Day







Distributing Leadership Among a Community

Our School Community is Growing Thanks to Community Advocacy

- Teacher Advocacy for Dual Language Expansion (6th Grade Coming Soon!)
- Student Leadership Through the 7 Habits Framework/PTO WIGS (Wildly Important Goals)
- Leadership is cultivated as a shared responsibility across the school community.





Focusing on What Matters Most

Excellence From All, For All

- 66.9% ELA Target Achieved
- 80.5% Math Target Achieved
- 129% Annual Typical Math Growth
- Low Chronic Absentism Rate
- Best Practices at RCIDLS: Parallel English and Spanish Growth



What's Next?

- Connecticut 2026 Building Priority Project -Expansion Project
- Build Pathways to the Seal of Biliteracy beginning at RCIDLS(Gr.5 Bronze, Gr. 8 Silver)
- RCIDLS as Host School for Multistate Association for Bilingual Education (MABE) Regional School Visits



Roberto Clemente International Dual Language School Highlights Video






PUERTO RICO




ROBERTO CLEMENTE
International Dual
21


Waterbury Public Schools

#1



Waterbury Good Job Ordinance

Northwest Regional Workforce Investment Board

Policy

The City of Waterbury requires that publically funded construction related projects $500,000 and over are subject to the City's "Good Jobs Ordinance."

Requirements: 30% Residents by craft
25% Apprentice
10% Minorities
5% Women

Contractors must use First Source Referral Program to meet goals.
Administrator monitors payroll weekly to assure compliance.
"Good Faith effort" to hire on part of contractors
Liquidated damages assessed for non-compliance

Good Jobs Management Administrator Role

- -Pre Bid meetings
- Pre Job meeting (by phase of job)
- On-site Compliance meetings - Audit of workforce
- Weekly input of payrolls
- Weekly GJO team meetings
- Certification of Compliance

First Source Referral

The First Source Referral program by definition is the program whose purposes includes, but not limited to, job training and the referral of qualified residents to contractors. There is no funding provided by the City to support job training for City residents interested in pursuing careers in the construction trade. The NRWIB, functioning as the First Source Referral program, has sought out funding from a variety of sources to provide job training, not only to Waterbury residents, but to residents within its entire service delivery area.

Projects

School Construction:
ELEVATORS
HVAC
ROOFS
UPCOMING : SOLAR PANELS
ROOFING (Bergin Complex)

Public Works:
PARKS: Chase Park
Martin Luther King
Lakewood

CITY :
Water: Thomaston Ave Slip lining
No. Main St Water Pump
West Main/No. Main Water line replacement
Sidewalks and Paving – Annual project

WDC Projects:
1 Exchange-
No. Main Fire House
170 Freight St-
PAL Splash Pad
FOOD HUB / 777 So Main
130 Freight

Waterbury Public Schools and Northwest Regional Workforce Investment Board

Partnership Update

Employer Engagement & Career Pathways: A School–Industry–Community Model



Employer Engagement:

Regional Sector Partnerships
Manufacturing
Healthcare
Architecture, Engineering & Construction

Access to 100’s participating employer in the region supporting



Employer Engagement:

Robotics Events
Healthcare Immersive Internships at Trinity St. Mary's and UCONN Health-Waterbury Hospital
Speaker Bureau for Career Awareness
Milestone C



New Parternships:

Home Builder Institue-

PACT Curriculum

CT Home Builders and Remodelers Assoc.



Result-Oriented Training for Career Readiness

Result-oriented training embeds essential employability skills across all programs, so students are workplace ready—not just technically prepared.

Professionalism

Punctuality, accountability, and appropriate workplace behavior are reinforced through employer interactions and work-based learning.

Critical thinking

Students solve real-world problems, adapt to feedback, and make informed decisions in dynamic settings.

Work ethic & teamwork

Collaborative projects and performance expectations mirror real workplace standards and shared accountability.

Communication

Verbal and written communication is practiced as students interact with supervisors, peers, and customers.

Employers consistently identify these competencies as differentiators in hiring and retention—strengthening the workforce pipeline and ensuring students can contribute productively from day one in employment, apprenticeships, or further education.



Career Pathways

1) Convene School–Industry–Community

Waterbury Public Schools aligns academic programming with regional workforce needs through a unified collaboration model.

2) Employer Partnerships -RSP

Moves beyond episodic engagements to outcomes-driven relationships that reflect authentic expectations, standards, and local opportunities.

3) Embedded Work-Based Learning + Supports

Job shadowing, internships, after-school programs, and partner supports reduce access barriers and build a regional talent pipeline.

Future Bankers Program: Financial Services Pathway

Industry-aligned coursework

Banking principles build fundamentals in customer service, financial products, regulation, and ethics—mapped to current financial-services skill needs.

Practice in simulated environments

Online teller training and Banking On-Course modules mirror real operational scenarios, strengthening technical competence and workplace behaviors.

Co-designed with industry, the pathway builds credibility and supports exploration from entry-level teller roles to advancement—leading to credentials, internships, jobs, or aligned postsecondary study.





MASC: Earn & Learn After-School Experience

Program model

A 13-week, after-school paid placement at minimum wage paired with structured learning—reinforcing that skill-building has real economic value.

Career pathways (employer-designed)

Carpentry and manufacturing experiences built with industry partners, so students learn relevant, high-demand skills while contributing in real work settings.

Outcomes for students & employers

Students gain income, mentorship, networks, and confidence; employers get early access to emerging talent through a low-risk, high-impact partnership with school and community.

Career Pathways :

Construction, Manufacturing, Child Care, Healthcare, Automotive etc

Industry-recognized credentials across multiple industry sectors

Students earn credentials aligned to national standards (e.g., Registered Pre-apprenticeship and Apprenticeship opportunities with work-based learning opportunities. Employer-based work experiences reinforce learning in authentic settings.

Pathways into high-wage careers

Post Secondary options (including UCONN and CSCU enrollment, union apprentices, and/or direct employer placement provide structured entry points into high-skill careers with long-term growth potential.

Measurable ROI for all stakeholders

Outcomes support transitions into employment, postsecondary education, or apprenticeships. Employers gain a stronger, more reliable talent pipeline; communities benefit from increased economic mobility and workforce stability—reinforcing a results-driven, accountable collaboration model.

Other Collaborations

Credentials, placement, and advancement—built for results.

Transition Academy : CT State Naugatuck Valley

Students participate in VR Career Pathway Exploration weekly at the American Job Center. Students will continue career training via WIOA funding in career paths of their choice.

collaboration model.

WATERBURY PROMISE:

3rd Annual Career and Internship Fair

#2

WATERBURY
PUBLIC SCHOOLS

Multilingual Department

April 2, 2026

Dr. Darren Schwartz - Superintendent of Schools
Janet Frenis-Chief Academic Officer
Manuel Zaldivar-Supervisor of Multilingual Learners Education

WATERBURY PUBLIC SCHOOLS

Multilingual Learners Education Department



Vision

The Multilingual Learners Education Department will offer a comprehensive range of services and support for English Learners (ELs), fostering academic and social English development in a safe, nurturing environment that encourages self-efficacy and nurtures leadership skills.

Mission

The Multilingual Learners Education Department is committed to providing English Learners with skilled educators who support their academic, social, and emotional growth. By fostering partnerships with families, schools, and the community, we ensure continued success. Through personalized support, we help students develop essential English skills, build self-confidence, and prepare them for lifelong success as future leaders.



English Learners/ Multilingual Learners (ELs/MLs)

- Any student who has been identified as having limited English proficiency.
- Per federal and local mandates, all ELs must take the LAS Links/ CAAELP every year.
- ELs/MLs must be monitored untii the Connecticut English Mastery Standard is met.
- All ELs/MLs are entitled to receive accommodations on a regular basis.

Bilingual

Students identified as EL who receive native language support in the content areas while acquiring English.
Students receive accommodations on a regular basis.
After the first 30 months, participation can be extended up to 60 months in 10 months increments.



LTSS

Language Transition Support Services
If a student does not meet the CT English Mastery Standard at the end of 30 months, they continue to receive support (ESL or Sheltered class as needed) until they meet the English mastery standard. They are entitled to receive accommodations in mainstream classes on a regular basis.



ESL



Students identified as EL who receive support through an ESL class as needed. Students are placed in regular education classes for the majority of the day and are entitled to receive accommodations in mainstream classes on a regular basis.

LEP in Regular



Students identified as EL, but do not receive support due to parental request Student can not enroll in an ESL or sheltered class, but can receive accommodations in mainstream classes on a regular basis

Connecticut English Mastery Standard



LAS Links
Grades Overall Level 4 or 5 and



Grades K-12	Reading Score 4 or Higher Writing Score 4 or Higher
CAAELP	
Grades K-12	Productive Modality (Speaking and Writing) Level 3 or 4 Receptive Modality (Listening and Reading) Level 4 or 4

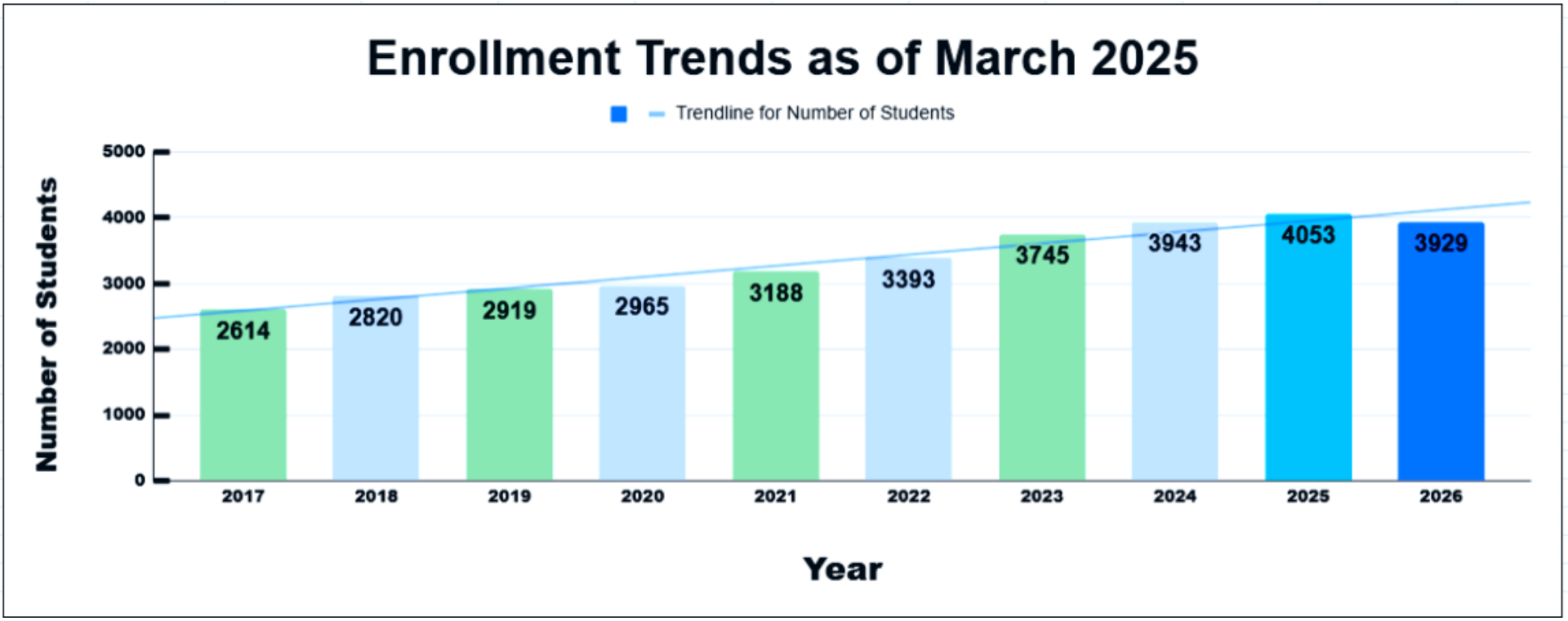
Dual Language Immersion

A Dual Language Program is a form of education in which students learn literacy and academic content in two languages. At the Roberto Clemente International Dual Language School our students learn Spanish and English.



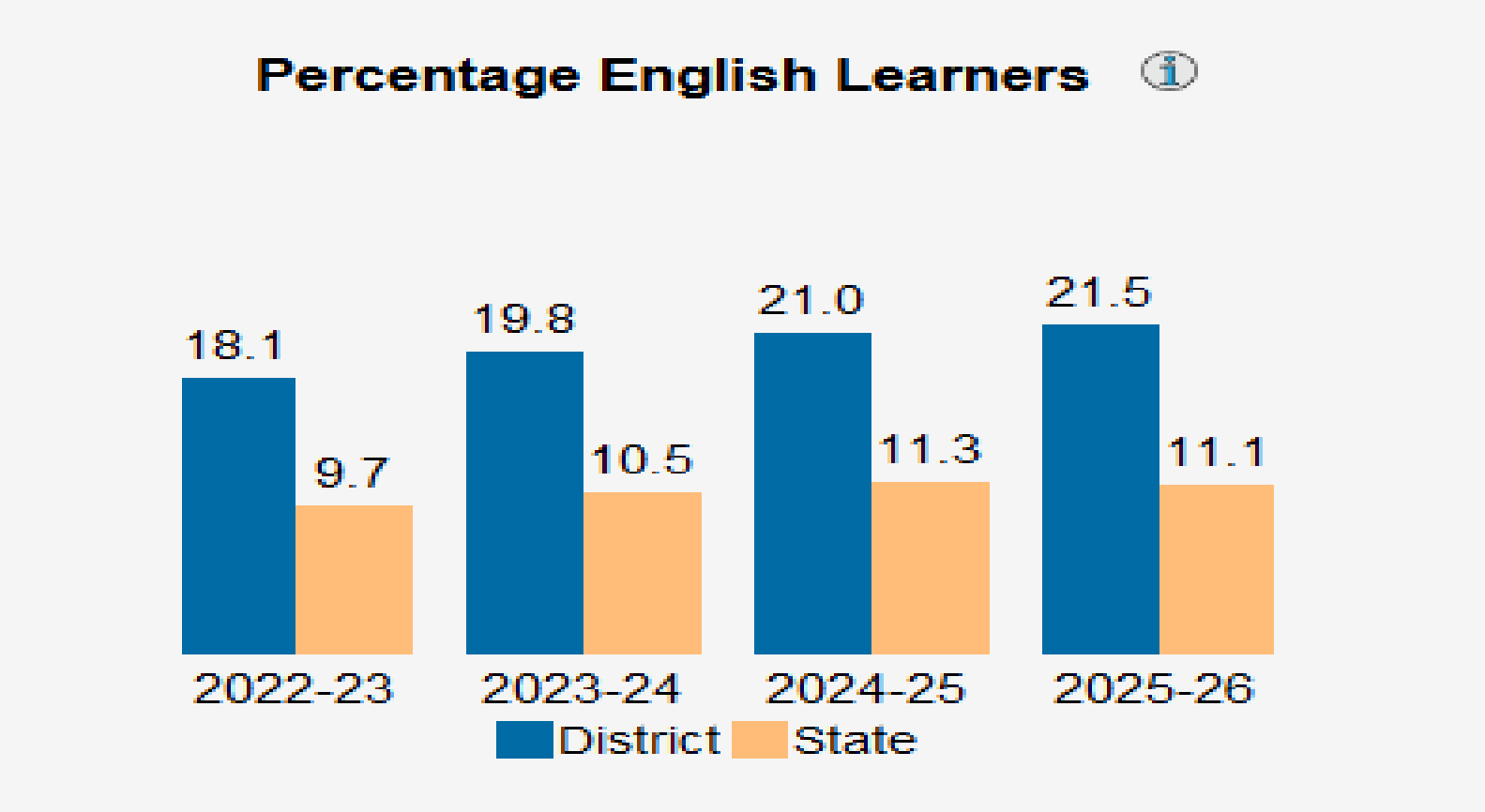
WATERBURY
PUBLIC SCHOOLS

Enrollment Trends



WATERBURY
PUBLIC SCHOOLS

Enrollment Trends



WATERBURY PUBLIC SCHOOLS

Current Enrollment

The Multilingual Learners Education Department serves **3,929** students identified as English Learners. As mandated by Connecticut General Statutes, Section 10-17, we offer Bilingual Education, Language Transition Support Services (LTSS), and English as a Second Language (ESL). Additionally, we offer Dual Language Immersion.

Level	Bil/DL	ESL	LTSS	LEP-REG	Total
K-5	509	1226	142	178	2055
6-8	163	451	201	50	865
9-12	191	432	312	74	1009
Total	863	2109	655	302	3929

WATERBURY PUBLIC SCHOOLS

English Learners by Language

As of 3/9/2026

Akan (2)	Farsi (3)	Kurdish (3)	Swahili (6)
Albanian (58)	French (10)	Lao (1)	Tagalog (1)
Arabic (29)	Ga (2)	Macedonian (1)	Thai (1)
Ashanti (1)	Greek (1)	Mandarin (1)	Tswana (4)
Basque (1)	Gujarati (1)	Patois (14)	Turkish (3)
Bengali (3)	Guyanese Creole (5)	Polish (1)	Twi/Fante (3)
Cape Verdean Creole (7)	Hindi (1)	**Portuguese (250)**	Urdu (24)
Haitian Creole (53)	Igbo (1)	Punjabi (7)	Vietnamese (5)
Dari (3)	Japanese (1)	Pushto (1)	Yoruba (2)
Ewe (1)	Karen (7)	Sinhala (2)	Zulu (9)
Fante (1)	Kikuyu (1)	**Spanish (3396)**	

The Seal of Biliteracy:

What is the Seal?

The Seal of Biliteracy is an award given by a school, district, or state in recognition of students who have studied and attained proficiency in two or more languages by high school graduation.

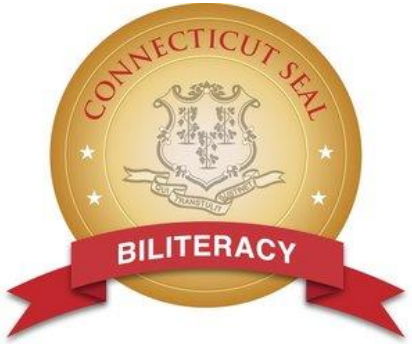
Why Implement it?

The Seal of Biliteracy encourages students to pursue biliteracy, honors the skills our students attain, and can be evidence of skills that are attractive to future employers and college admissions offices.

Who Awards the Seal?

The Seal of Biliteracy was designed to be awarded by school district or state; however, an individual school site or school program may also decide to implement the award.

Waterbury Statistics



Year	Number of students	Number of languages
2022-2023	193	14
2023-2024	178	10
2024-2025	256	15
2025-2026	176+	9+

WATERBURY
PUBLIC SCHOOLS

Curriculum/Framework

Dual Language (International)

- Benchmark Advance/Benchmark Adelante
- Boost Lectura

Bilingual Programs K-5 (Bucks, Chase, Hopeville, and Walsh)

- Benchmark Advance/Benchmark Adelante
- Boost Lectura

ESL Services

- Benchmark Express
- Benchmark Hello!

Middle and High School

- SAVVAS ilit 20/myPerpective/ilit ELL
- Only in Middle School-Words Their Ways-Palabras a Su paso

WATERBURY
PUBLIC SCHOOLS

Highlights

- International Dual Language School will become K-6 next school year.
- Decreased Elementary Bilingual sites teacher vacancies.
- Parental involvement event, “Cafecito Night”
- Established/reviewed ML/ELL procedures:
  - New ML Student Intake Procedures
  - ML class placement guide for MS and HS.
  - Changes of EL/ML language support services.
  - Waterbury School Program Offerings for ELL/ML students.

WATERBURY PUBLIC SCHOOLS

Highlights

- Professional Development:
  - Oracy, writing, assessments, and newcomers supports.
  - Cooperative learning, and engagement strategies.
  - Transferring language, and literacy skills.
  - Writing and Language acquisition stages.
  - Implications for teaching English Learners- Admin and new teachers.
- LAS LINKS Proficiency Achievement Trend:
  - 2021-2022: 89
  - 2022-2023: 144
  - 2023-2024: 152
  - 2024-2025: 188

WATERBURY PUBLIC SCHOOLS

Next Steps

Short Term Goals

- Review and or write procedures and systems to support EL/ML students.
- Review grants expenditures: Supplemental materials to support newcomers and SLIFE students.
- Revise ESL curriculum for MS and HS.
- Parental support workshops for the upcoming school year.
- Work with Human Capital to recruit bilingual teachers.

Long Term Goals

- Elementary Bilingual: Biliteracy v. Transitional
- Potential Partnerships: Southern Connecticut State University internship program.
- Shift our mind set to “Shelter Instruction is for Everyone”

WATERBURY
PUBLIC SCHOOLS












THANK YOU
Arigato
Asante
Merci
Obrigado
Kia Ora
Grazie
Matondo
Dank Je
Nirringrazzjak
Salamat
Mamana
Kiitos
Spasibo
Chokrane
Matur Nuwun
Raibh Maith Agat
Terma Kasih
Mochchakkeram
Ua Tsaug Rau Koj
Dankon
Maake
Multumesc
Cam on ban
Jus oavaer
Vinaka
Welalin
Grazie
Obrigado
Merci
Asante
Arigato
Multumesc
Spasibo
Kiitos
Merci
Chokrane
Grazie
Obrigado
Maake
Dankon
Ua Tsaug Rau Koj
Mochchakkeram
Terma Kasih
Raibh Maith Agat
Matur Nuwun
Nirringrazzjak
Salamat
Matondo
Dank Je
Kia Ora
Mamana
Jus oavaer
Vinaka
Welalin

WATERBURY
PUBLIC SCHOOLS

Dr. Darren M. Schwartz
Superintendent of Schools
(203) 574-8000
dschwartz@waterbury.k12.ct.us

#4

EXECUTIVE SUMMARY

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

From: Dr. Darren M. Schwartz, Superintendent of Schools

Date: March 23, 2026

Re: Memorandum of Agreement with Harlem Children's Zone for the Promise Pathways Program

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The Department of Education respectfully requests your review and approval of a Memorandum of Agreement (MOA) with the Harlem Children's Zone for the Promise Pathway's Program.

The Education Department would like to enter into an agreement with the Harlem Children's Zone or their Promise Pathways Program. The Harlem Children's Zone is a non-profit organization whose mission is to break the cycle of intergenerational poverty with on-the-ground, all-around programming that builds up opportunities for children, families, communities to thrive in school, work and life.

The William Julius Wilson Institute is a national resource for place-based, people-focused solutions that open pathways to social and economic mobility and works with on-the-ground collaborators and national partners to deliver comprehensive strategies, support services, and tools that systematically root out poverty and close opportunity gaps in neighborhoods across America. They are the technical assistance branch of Harlem Children's Zone.

The Promise Pathways Program will support the development, codification and launch of a place-based school improvement strategy to support high-poverty neighborhoods via improved and increased coordination and resources at the school and district level through remote and in-person consultation and technical assistance services. The Promise Pathways Program is a sole and exclusive source of the Harlem Children's Zone's William Julius Wilson Institute who will oversee the program.

The program shall terminate on June 30, 2027 and has two additional one-year terms. There is no cost to participate in the program.

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

c: Juan Mendoza, Jaclyn Davis, Robert Haxhi

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF WATERBURY, WATERBURY SCHOOL DISTRICT
AND
WILLIAM JULIUS WILSON INSTITUTE HARLEM CHILDREN'S ZONE
FOR THE PROMISE PATHWAYS PROGRAM

This Memorandum of Agreement ("**MOA**") sets forth the responsibilities and expectations of the Waterbury School District, located in Waterbury, CT (the "District") and the William Julius Wilson Institute ("WJWI") at the ("Organization" or "HCZ") in support of developing, codifying, and launching a school district-led place-based strategy to establish Promise Pathways for the Waterbury School District (the "**Program**"). Promise Pathways is a place-based school improvement strategy WJWI utilizes to support high-poverty neighborhoods via improved and increased coordination and resources at the school and local education agency (LEA) level. District and Organization are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the HCZ is a nonprofit whose mission is to break the cycle of intergenerational poverty with on-the-ground, all-around programming that builds up opportunities for children, families, and communities to thrive in school, work and life; and

WHEREAS, the William Julius Wilson Institute at HCZ is a national resource for place-based, people-focused solutions that open pathways to social and economic mobility and works with on-the-ground collaborators and national partners to deliver comprehensive strategies, support services, and tools that systematically root out poverty and close opportunity gaps in neighborhoods across America; and

WHEREAS, HCZ, through its William Julius Wilson Institute, will provide remote and in-person consultation and technical assistance services to District and

WHEREAS, this MOA is intended to codify the terms of the relationship between the Parties in support of the Program, and in order to ensure the continued development of this high-quality educational program for District students.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I.TERM AND OPTION YEARS

This MOA shall be effective as of the last date of signing by the signatories (the "**Effective Date**") and, unless terminated in writing by either Party prior to its expiration, terminate on June 30, 2027. The Parties may renew this MOA for up to two (2) additional one (1) year terms, or any fraction thereof, by written agreement signed by both Parties prior to expiration of the Term or any subsequent term agreed to pursuant to this provision.

II. RESPONSIBILITIES

Pursuant to the Scope of Work outlined in Attachment A, the Parties agree to their responsibilities as follows:

A. The District agrees to assume the following duties and responsibilities in support of the Program:

1. The District & Program Leadership: District will identify a Program Team who will be the contact to lead this effort and to help coordinate collaboration. The team will:

    a. Attend regular strategic planning and implementation meetings with WJWI as necessary to execute the objectives of the Program.
    b. Attend annual convenings and conferences to share lessons learned with peer place-based leaders.
    c. Participate in coaching to build capacity to support the initiative sustainability.

2. The Design and Engagement: District will engage with WJWI throughout the design of the place-based strategy. District will:
    a. Provide regular and timely updates on decision points to inform collaboration.
    b. Include WJWI, as appropriate, in school and community engagement sessions.
    c. Actively participate in recommended activities and next steps to develop the place-based strategy.

3. Codification and Sustainability: District will:
    a. Support the codification of resources and tools throughout the development of the place-based strategy.
    b. Engage in discussions surrounding sustainability with funders and advocates for place-based work.

4. The District agrees to grant WJWI reasonable access to internal documents, not otherwise prohibited by law, including but not limited to business plans and operating models; respond to requests promptly;

participate in evaluation methods; communicate challenges in accordance with WJWI's protocols. Internal documents which WJWI will receive are considered proprietary information and shall be kept confidential by WJWI in alignment with Section XV.

5. WJWI will not provide direct services to students or schools.

B. WJWI agrees to assume the following duties and responsibilities in support of the Program:

1. WJWI will engage District in a mixed methods process to assess appropriate areas for technical assistance. These areas include but are not limited to Strategy, Operations, Talent, Governance, Partnerships, and cradle-to-career pipeline, including Early Childhood, Elementary School, Middle School, High School, and College & Career programming. This process may also include community organizations working with District.

2. WJWI agrees to conduct a specified technical assistance process with engagement covering the areas mentioned above for capacity building. Technical Assistance may include live (in-person or virtual) training sessions, collaborative planning sessions, and proprietary deliverables. Based on the assessment process, WJWI may also recommend third-party technical assistance providers for District to consider.

III.INDEPENDENT CONTRACTORS

A. Nothing in this MOA shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose. No Party shall have any authority to act for or bind the other Party in any way, or to represent that it has such authority.

B. Organization employees, contractors, agents, and volunteers providing services under this MOA shall henceforth be referred to as "Organization Personnel." Organization Personnel are and shall remain employees, contractors, and volunteers of Organization for all purposes and shall not be considered employees or agents of District.

C. District employees, contractors, and volunteers participating in the Program are and shall remain employees, contractors, or volunteers of District for all purposes and shall not be deemed or considered employees or agents of Organization.

IV.BACKGROUND CHECKS

All Organization Staff who are permitted access to school grounds when students are present, who have direct contact with students, or who have access to or control of school funds must meet screening requirements as set forth in Connecticut General Statutes The cost of the required screenings shall be at Organization's expense. Organization does not anticipate providing direct services to or coming into unsupervised contact with District students during the Term of this MOA. However, should this change, Organization shall ensure all its Organization Personnel providing services under this MOA submit to all clearance checks required by the District clearance process are familiar with and abide by the appropriate District sexual harassment policies.

V. TRAVEL REIMBURSEMENTS AND STIPENDS

Certain District staff participating in this project ("District Staff") may, from time to time, need to incur out-of-pocket travel expenses to attend site visits and/or convenings related to the project. Should funds be available, WJWI may elect to donate the costs of documented travel expenses to the Strategy Office in accordance with Section XII of this Agreement and the WJWI travel policies and/or procedures, which WJWI shall communicate to District Staff prior to each required travel event. In addition, HCZ may, from time to time, provide a donation, per Section XII, to participating schools and District program teams whose staff participated in non-school hour events (e.g., a summer institute).

VI. E-VERIFY.

By entering into this Agreement, Organization is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Further, by execution of this Agreement, Organization affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with [state] Statutes Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

VII.COMPLIANCE WITH APPLICABLE LAW

The Organization agrees to comply with all applicable federal, state, and local laws, regulations, codes, ordinances, and permitting requirements, as well as all applicable City and District policies, regulations, rules, and guidelines in connection with its performance under this Agreement, including without limitation any policy regarding Policy Lobbying and Ethics Pursuant to Connecticut law, the Organization further agrees to comply with the provisions of the Connecticut General Statutes concerning ethics in public contracting, including, but not limited to, the Connecticut Code of Ethics for Public Officials and State Contractors, codified at Conn. Gen. Stat. §§ 1-79 through 1-90b. The Organization certifies that it complies with all applicable state and federal laws prohibiting human trafficking and

forced labor, including, but not limited to, the Trafficking Victims Protection Act (22 U.S.C. § 7101 et seq.) and Conn. Gen. Stat. § 53a-192a et seq., and that it does not engage in, support, or benefit from any form of forced labor or human trafficking.

If required by the District, the Organization shall execute any affidavits or certifications necessary to demonstrate compliance with the foregoing provisions, which shall be incorporated into this Agreement as attachments.

VIII. LIABILITY

Organization shall be solely liable for all property damage and bodily injury claims arising from or related to the services provided by Organization and Organization Personnel pursuant to this MOA, with the exception of any such claims arising from the gross negligence or willful misconduct of District employees, officers, agents, and volunteers acting on behalf of District ("District Personnel"). District shall not be liable, whether by way of contribution or otherwise, for any damages incurred by Organization or Organization Personnel, or arising from any acts or omissions of Organization or Organization Personnel, in connection with the provision of services under this MOA or the Program.

Nothing contained herein shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Connecticut; (2) the consent of any party or their officers, employees, servants, agents and agencies to be sued; and (3) a waiver of sovereign immunity by District

IX. ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER

Organization hereby agrees that all of its property and activities of any kind or nature whatsoever in, upon, or about the designated space it utilizes on District property at any time during the Term or any renewal or extension hereof, shall be at the sole risk and hazard of Organization, with the exception of claims for damages or injury suffered by Organization or Organization Personnel while on District property pursuant to this MOA caused by the gross negligence or willful misconduct of District Personnel. Moreover, Organization hereby agrees to defend, indemnify, and save harmless District, elected/appointed officials, employees, agents, and volunteers, against and from all penalties, claims, actions, damages, injuries, losses, and costs (including reasonable attorneys fees) of every nature (collectively, "Claims") resulting from, or in connection with, Organization and Organization Personnel's use and occupancy of District property under this MOA, and in conducting activities under this MOA. It is expressly understood that District elected/appointed officials, employees, agents, and volunteers shall not be liable to Organization for any accident, injury, loss, or damage suffered by Organization while Organization is on, upon, or about, or entering or leaving District property at any time during the term of this MOA or any renewal or extension hereof, resulting from any cause whatsoever, with the exception of any such accident, injury, loss, or damage suffered by Organization as a result of the gross negligence or willful misconduct of District

Personnel, and all non-excepted claims are hereby released to District / appointed officials, employees, agents, and volunteers, who may plead this release in bar thereof, in any and every suit, demand and claim for same. Organization's covenants, obligations, and liabilities under this section shall survive the expiration or earlier termination of this MOA.

X. INSURANCE

At its sole expense, Organization shall maintain the following insurance during the term of this Agreement and such insurance will apply to Organization Staff, regardless of their status as employees, agents or subcontractors:

1. Workers' Compensation insurance in statutory amounts;
2. Employers' Liability insurance in an amount not less than One Million Dollars ($1,000,000) each accident/disease. This insurance shall apply to all Organization Staff, who will be engaged in the performance of services consistent with this Agreement;
3. Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, in an amount not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. This policy must include [district name], [state], its board members, employees, and representatives as an additional insured.
4. Automobile Liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with performance of services outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars ($1,000,000) each accident. This policy must include [district name], [state], its board members, employees, and representatives as an additional insured.
5. Professional Liability insurance for any and all claims as a result of an action, lack of action, error or omission by Organization staff, including subcontractors, in an amount not less than One Million Dollars ($1,000,000) each claim. If such policy is written on a "claims-made" basis, coverage shall remain in effect for three (3) years after the expiration or termination of this Agreement and any of its extensions.
6. Organization agrees to the following as it relates to all above required insurance.

6.1. All insurance shall be written with an insurance company licensed to issue insurance in the State of Connecticut and shall maintain an A.M. Best financial strength rating of A (VI).

6.2. All insurance shall be primary and not contributory to any other insurance carried by the City of Waterbury. This shall also apply to any self-insurance maintained by the City of Waterbury.

6.3. Organization shall notify District's Risk Management Department within thirty (30) days of any material changes or notice of cancellation from its insurer on above required insurance.

6.4. Organization shall provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to above required insurance.

6.5. Organization agrees that proof of insurance shall be provided prior to execution of this Agreement and that performance under the Agreement shall not begin

until proof of insurance is received by District. Receipt of proof of insurance shall not be construed as an approval of Organization's insurance or a release or waiver of Organization's obligation to provide insurance required in this Agreement.

6.6. To the extent permitted by law, Organization's insurance shall contain a waiver of rights to recover from District or its insurance.

6.7. Organization acknowledges and accepts that District is self-insured for any claims covered by commercial general liability insurance consistent with statutory limits set by the State of [state].

6.8. Prior to the execution of this Agreement, and upon request, each party shall provide to the other party its proof of insurance, or self-insurance, for evidencing the lines of coverages listed above. Such proof of insurance shall be evidenced on Acord form, unless otherwise agreed upon by its risk management department. Each party agrees to notify the other arty of any changes in its insurance coverages.

XI.FUNDING

No specific funding commitment on behalf of District shall be associated with the formation of or any of the obligations under this MOA. All funding necessary to carry out the Program shall be furnished by Organization or its sponsors. District shall be under no obligation to provide funding or payment to Organization.

XII. DONATION PROCESS

District considers the services provided by Organization under this MOA valuable to its authorized duties and responsibilities.

XIII.NON-DISCRIMINATION

Organization shall not discriminate against anyone participating in the Program either directly or indirectly on the basis of gender, race, color, disability, religion, sexual orientation, nationality, age, marital status or any other designation set forth in any applicable law, including, but not limited to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973.

XIV.CONFIDENTIALITY, AND ACCESS TO EDUCATION RECORDS

A. District will provide only aggregate, publicly available data to the Organization.

XV.PUBLICITY

Organization shall not use the logo of District in any way including, but not limited to, in any statement, promotional materials (including on Organization's website) or other published materials without the prior written consent of District. In addition, Organization

shall not use the name of District in any statement, promotional materials (including on Organization's website) or in any published materials in a manner which states or implies support for or an endorsement of Organization by District. Further, Organization shall at all times obtain prior written approval from the District contact referenced in Section XVIII of this MOA before it makes any public statement, disseminates any promotional materials or issues any published materials bearing on the services it provides under this MOA. For purposes of clarification, Organization may issue materials or statements simply referencing the existence of the Program without prior District approval, provided that such materials or statements comply with the above restrictions on logo and name usage.

XVI. TERMINATION

Either party may immediately terminate this MOA in whole or in part at any time by providing notice thirty (30) calendar days advance written notice to the other Party.

XVII. NOTICES AND CONTACT PERSONS

Any inquiries under this MOA shall be directed to the parties listed below. Any notices required under this MOA shall be in writing, sent by a recognized form of communication and by any recognized delivery method agreed to by the Parties.

TO District:

District: Superintendent of Schools
Waterbury Public Schools
236 Grand St., 2nd Floor
Waterbury, CT 06702

District: City of Waterbury
Office of the Corporation Counsel
235 Grant Street, 3rd Floor
Waterbury, CT 06702

TO Organization:

William Julius Wilson Institute
at the Harlem Children's Zone
26 E 125th St,
New York, NY 10035
(216) 633-7434
bmcdaniel@hcz.org

XVIII. MISCELLANEOUS

A. Modifications. This MOA may only be amended or modified by a written instrument signed by both Parties. Notwithstanding the previous sentence, the

Parties shall mutually agree via email whether any Schools are to be added or removed from Appendix A prior to the beginning of each school year during which this MOA is in effect. The email evidencing final agreement on the matter shall be considered the updated Appendix A and incorporated into this MOA, and shall not require authorized Party signature.

B. Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

C. Entire Agreement. This MOA, including any applicable exhibits, contains the entire understanding of the Parties with respect to matters contained herein, and supersedes any and all other agreements between the Parties relating to the matters contained herein. No oral or written statements not specifically incorporated or referenced herein shall be of any force or effect.

D. Survival. The obligations of the Parties under Sections II, IX – XI, XVI – XVIII, and XXIII, as well as all other sections that are commonly understood to survive the expiration or earlier termination of an agreement, shall survive the expiration or earlier termination of this MOA.

E. Non-Exclusive Agreement. This MOA shall not affect any pre-existing or independent relationships or obligations between the Parties.

F. Non-Assignable Agreement. This MOA cannot be assigned by Organization.

G. Headings; Counterparts. The headings in this MOA are for purposes of reference only and shall not limit or define the meaning of any provision hereof. This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

H. Applicable Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of the Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Connecticut without giving effect to the choice of law principles thereof unless otherwise preempted by federal law. All legal proceedings brought in connection with the Agreement shall only be brought in a state or federal court located in the State of Connecticut. Venue in state court shall be in Waterbury, Connecticut. Venue in federal court shall be in the United States District Court for the District of Connecticut Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with the Agreement. Construction of Agreement. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as

opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

I. Non-Waiver. The failure of either party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

J. Force Majeure. Except as otherwise provided herein, none of the parties shall be obligated to perform, and no party shall be deemed to be in default of its performance, if prevented by: (a) epidemic, pandemic, fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Agreement.

K. Public Records.

1. This Agreement is subject to and governed by the laws of the State of Connecticut , including without limitation all CGS which generally makes public all records or other writings made by or received by the parties. Organization acknowledges its legal obligation to comply with said CGS Organization shall keep and maintain public records, as that phrase is defined in the Connecticut Public Records Act, which would be required to be kept and maintained by District in order to perform the scope of services. Organization shall comply with all requirements for retaining public records and shall transfer, at no cost to District, all public records in Organization's possession upon a request for such public records.

3. A request to inspect or copy public records relating to this Agreement must be made directly to District's Custodian of Public Records. If District does not possess the requested records, District's Custodian of Public Records shall immediately notify Organization of the request. Organization must provide a copy of the records to District or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the CGS

4. Should Organization fail to provide the requested public records to District within a reasonable time, Organization understands and acknowledges that it may be subject to penalties as set forth in the CGS

5. Neither Organization nor District shall disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement, and following the completion, expiration, or termination of same, if Organization does not transfer the records to District. Upon completion, expiration, or termination of this Agreement, Organization shall transfer, at no cost to District, all public records in its possession or keep and maintain

public records required by District. If Organization transfers all public records to District, Organization shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Organization keeps and maintains public records upon completion, expiration, or termination of this Agreement, then Organization shall meet all applicable requirements for retaining public records and provide requested records to District pursuant to the requirements of this section. All public records stored electronically must be provided to District in a format that is compatible with the information technology systems of District.

10. Non-Exclusive Agreement. The parties understand and agree this Agreement is a non-exclusive agreement. The parties hereto may participate in other comparable services to and from any other person or entity.

L. Authority of the Parties. By executing this MOA, each Party represents to the other that it is authorized to enter into this MOA and that the person executing this MOA on its behalf is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their duly authorized signatories below.

CHRISTIAN RHODES, CHIEF NATIONAL IMPACT OFFICER DATE
HARLEM CHILDREN'S ZONE

DR. DARREN SCHWARTZ, SUPERINTENDENT OF SCHOOLS DATE
WATERBURY SCHOOL DISTRICT

PAUL K. PERNEREWSKI, JR., MAYOR DATE
CITY OF WATERBURY

Attachment A:
District and Harlem Children's Zone MOA
Scope of Work

This agreed upon workplan will be expected to end July 1, 2027. WJWI will collaborate with District to stand up a Promise Pathways within District using the following four phases:

Phase 1 – District Alignment & Pathway Identification

- Conduct districtwide C2C asset mapping to identify existing programs, gaps, and duplication
- Align with superintendent, cabinet, and key partners on vision, feeder-pattern focus, and priority populations
- Facilitate cross-sector alignment sessions (schools, municipal agencies, nonprofits, colleges)
- Map baseline academic, attendance, and social-emotional data to determine priority needs
- Identify signature pathway areas (e.g., early learning, middle-grades continuity, postsecondary readiness)
- Establish governance structure and core working groups

Phase 2 – C2C Strategic Plan & Public Commitment

- Co-develop a districtwide Promise Pathways plan with goals, metrics, and multi-year milestones
- Build cost model + identify required staffing, partnership infrastructure, and resource reallocation
- Develop partner-coordination protocols, data-sharing agreements, and feeder-pattern implementation structure
- Produce public-facing narrative and identity for the pathway (brand, story, commitments)
- Secure leadership approval, community endorsement, and philanthropic/government investment
- Finalize 18–36-month roadmap for implementation

Phase 3 – Program Implementation

- Launch governance routines: cabinet working sessions, feeder-pattern implementation teams, partner huddles
- Implement coordinated academic, attendance, and wraparound strategies in the targeted feeder pattern
- Deploy new roles (e.g., pathway coordinators, community school leads, case managers)
- Strengthen partner-school alignment: joint data reviews, referral systems, program placement
- Execute community engagement strategy (events, family communication, neighborhood school branding)

- Monitor progress through short-cycle data reviews and implementation dashboards

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Phase 4 – Impact Evaluation

- Measure student outcomes across the C2C continuum (early learning, attendance, ELA/math, on-track, graduation, postsecondary)
- Evaluate partner effectiveness and alignment to district needs
- Assess implementation fidelity and pathway coherence across schools and partners
- Conduct stakeholder feedback loops (students, families, teachers, partners)
- Produce annual impact reports and refine strategies based on findings
- Determine sustainability plan and readiness for expansion to additional feeder patterns

WATERBURY
PUBLIC SCHOOLS

#5

Jaclyn Davis
Director of Climate and Student Supports
(203) 574-8000 Ext. 11200
jaclyn.davis@waterbury.k12.ct.us

To: Honorable Board of Education
Honorable Board of Alderman

From: Jaclyn Davis, Director of Climate and Student Supports

Date: March 30, 2026

Subject: Request approval of an agreement between the City of Waterbury and YMCA for truancy services

The Education Department respectfully requests approval of an agreement between the City of Waterbury and the YMCA to provide truancy services for WPS students in the amount of $75,500.

State law requires intervention by public schools to reduce truancy in the district. Each year, the City enters into an agreement with Waterbury Youth Services, a branch of the Greater Waterbury YMCA, to establish procedures to provide support services to students referred by schools.

Under Section 38.0 26 (5) of the Procurement Ordinance, the YMCA is the only youth service bureau for the City of Waterbury. It has been confirmed by a letter from CT DCF that the YMCA has been awarded a base grant of $75,500 for the fiscal year July 1, 2025 to June 30, 2026. Section 10-190 of the Connecticut General Statutes requires the City of Waterbury to match the DCF grant amount awarded to the YMCA.

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

Respectfully submitted,



Jaclyn Davis

AGREEMENT
between
The City of Waterbury, Connecticut
and
The Waterbury Young Men's Christian Association
for
Truancy Prevention Services

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut 06702 and the Waterbury Young Men's Christian Association ("YMCA" or "Recipient"), located at 136 West Main Street, Waterbury, Connecticut 06702, a duly registered State of Connecticut, non-profit corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, YMCA represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and as such is eligible to apply for, and did apply for the "State Fiscal Years 2025-2026 Youth Service Bureau Grant," from the Connecticut Department of Children and Families (hereinafter "DCF"), pursuant to C.G.S §10-19o, for the grant period of July 1, 2025 through June 30, 2026 (hereinafter the "Grant"); and

WHEREAS, Pursuant to C.G.S §10-19o the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City's contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

WHEREAS, the Recipient has requested a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2025, and ending June 30, 2026; and

WHEREAS, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S §10-19o. The City's obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient's award and receipt of Grant funds for fiscal year 2025-2026; and

WHEREAS, the City received notification that the Grant was awarded in the amount of $91,787 for fiscal year July 1, 2025 to June 30, 2026.

WHEREAS, the City wishes to establish the terms and conditions under which it will make the matching grant funds and in-kind match available to the Recipient thereby enabling the Recipient to accomplish goals and further projects enumerated in its Grant narrative.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement, as well as all requirements set forth in the Grant by DCF and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor,

services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

1.1. The Project consists of and the scope of services shall include providing youth services in accordance with the requirements of Conn. Gen. Stat. § 10-19o and the Youth Services Bureau Grant to City of Waterbury youth which are further set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

1.1.1. Connecticut Department of Children and Families ("DCF") "State Fiscal Year 2025-26 Youth Service Bureau Grant Application, consisting of 23 pages, incorporated herein by reference;
1.1.2. Award Letter to Waterbury Youth Services (a Division of the Greater Waterbury YMCA), dated January 2, 2026, consisting of 1 page, attached hereto;
1.1.3. Scope of Services, consisting of 2 pages, attached hereto;
1.1.4. Truancy Referral Form, consisting of 5 pages, attached hereto;
1.1.5. Truancy Welcome Letter to Parents, consisting of 1 page, attached hereto;

1.2. The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2025-2026 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to proposed Grant expenses for the City's cash contribution as well as for the funds received under the Grant by the "recipient" from DCF.

1.3. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Recipient.

2. Recipient Representations Regarding Qualification and Accreditation. The Recipient represents that, to the extent required by law, its employees are licensed and screened to perform the scope of work set forth in this Agreement. The Recipient 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 Agreement, including any supplementary work and the City relies upon these representations.

2.1. Representations Regarding Personnel. The Recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the

services required hereunder shall be performed by the Recipient 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 Recipient hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Recipient and/or its employees be licensed, certified, registered, or otherwise qualified with a criminal background check, the Recipient and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Recipient shall provide to the City a copy of the Recipient's licenses, certifications, registrations, etc.

3. Responsibilities of the Recipient.

3.1. Criminal Background Check and DCF Registry Check. The Recipient shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Recipient shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Recipient shall not permit any person with a disqualifying criminal history to have direct contact with a student.

3.2. Confidentiality/FERPA. Recipient shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Recipient shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.2.1 Any and all materials contained in City of Waterbury student files that are entrusted to Recipient or gathered by the Recipient in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Recipient shall be used solely for the purposes of providing services under this Agreement.

3.2.2 Recipient acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City

Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Recipient and City shall comply with the requirements of said statute and regulations, as amended from time to time and Recipient agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Recipient has no authority to make disclosures of any information from education records. Recipient shall instruct its employees of their obligations to comply with FERPA.

3.3. Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Recipient.

3.3.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Recipient except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Recipient. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Recipient within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Recipient that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.3.2 The Recipient shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Recipient receives a request to review Student Data in the Recipient's possession directly from a student, parent, or guardian, the Recipient agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Recipient agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been

shared with the Recipient, and correct any erroneous information therein.

3.3.4 The Recipient shall take actions designed to ensure the security and confidentiality of student data.

3.3.5 The Recipient will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Recipient of a breach of Student Data, the Recipient shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

3.3.7 The Recipient and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

3.3.8 The Recipient acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.3.9 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

3.4. Use of City Property. To the extent the Recipient is required to be on City property to render its services hereunder, the Recipient shall have access to such areas of City property as the City and the Recipient agree are necessary for the performance of the Recipient's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Recipient may mutually agree. Recipient shall perform all services in full compliance with Local, State and Federal health and safety regulations. All services hereunder shall be performed in a safe manner. Recipient shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar

personnel of Recipient, City may, but shall not be required to, correct same at Recipient's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

3.5. Publicity. Recipient agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance, which approval will not be unreasonably or arbitrarily withheld. Nothing contained herein shall limit the Recipient's ability to fully comply with all applicable laws and regulations regarding compliance reporting including but not limited to federal and state tax information filing, responding to freedom of information regulations, if applicable, per requirements of governmental agencies and to comply with laws and regulations governing mandatory reporters and to comply with subpoenas and orders of Courts of competent jurisdiction.

3.6. Standard of Performance. All services, materials or equipment, shall conform in all respects with the requirements of all this Agreement. The standard of care and skill for all services performed by the Recipient shall be that standard of care and skill ordinarily used by other members of the Recipient's profession practicing under the same or similar conditions at the same time and in the same locality. The Recipient's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.7. Recipient's Employees. The Recipient shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned and shall insure that staff assigned to services funded by this grant are qualified.

3.8. Due Diligence Obligation. The Recipient acknowledges its responsibilities to examine and to be thoroughly familiar with the City's requirements, including, but not limited to all requirements set forth in the 2025-2026 Grant by DCF. The Recipient hereby warrants and represents that prior to the submission of its application during the application process it reviewed or was afforded opportunity, by the City, to review, if applicable, all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Agreement and thereby warrants that:

3.8.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its scope of services.

3.8.2 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.

3.8.3 has familiarized itself with the nature and extent of the Contract Services, locality, and with all local conditions and Federal, State and Local laws,

ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

3.8.4 agrees that the **Attachment A** Documents are sufficient in scope and detail to indicate and convey understanding of all the conditions for performance of the Work.

3.9. Reporting Requirement. The Recipient shall, at its own expense, provide to the City and the State of Connecticut a timely filed, certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the Recipient regardless of the source of said funds. Said statement shall be provided to the City within One Hundred Sixty (160) Days following the expiration of the Recipient's fiscal year during which grant funds were received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles and auditing standards. All audit reports, statements, and auditor's recommendations shall be available in their original form to the City. The Recipient represents that it shall permit the City or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the Recipient relating to the use of grant funds by the Recipient or to the Recipient's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the City to verify the amounts spent as well as that the Recipient only expended funds for allowable purposes. The records and accounts of the Recipient with respect to the Youth Services System State Grant, matching City Grant and any other Grant from the City shall be made available in the Recipient's business office for audit, upon request by authorized representatives of the City.

3.9.1 The Recipient agrees that it shall preserve all of its records and accounts concerning the use of grant funds, or concerning the Recipient's compliance with the provisions of this contract for a minimum period of seven (7) years, or as required by law, whichever is longer, years after final payment under this contract. If any litigation, claim or audit is commenced before the expiration of the seven-year period, the records shall be retained until such suits, claims or audit findings have been resolved.

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

5. Term. The term of this Agreement shall be for the fiscal year commencing July 1, 2025 and terminating on June 30, 2026.

6. Matching Funds. The City's obligation to contribute a cash and in-kind match equal to the Grant awarded to the Recipient, is contingent upon the receipt of the Grant funds awarded to YMCA for the 2025-2026 fiscal year in the amount of $91,787.00.

6.1. Cash Matching Funds. Upon receipt of the Grant by YMCA, the City shall provide the Recipient cash matching funds in an amount up to, **SEVENTY FIVE THOUSAND FIVE HUNDRED DOLLARS** ($75,500.00) which shall be allocated as follows:

6.1.1 FIFTY THOUSAND FIVE HUNDRED DOLLARS ($50,500.00) to be allocated for services under the Truancy Program; and

6.1.2 TWENTY FIVE THOUSAND DOLLARS ($25,000.00) to be allocated for administrative support.

6.2. The parties acknowledge that the amount of contribution from the City must be equal to the amount of the Youth Service Bureau Grant received by YMCA. Therefore, the City's match is contingent upon the amount received in grant funds from the State of Connecticut.

6.3.1 Upon Receipt of the Grant by YMCA, the City's cash matching funds shall be paid to the Recipient as follows:

6.3.1.1 An amount up to $25,000.00 administrative support fee and an amount up to $50,500.00 related to the truancy programs shall be paid upon execution of the Agreement.

6.3.2 Provided, however, the City reserves the right, upon five (5) days written notice to the Recipient to disburse any or all grant funds made available hereunder directly to the vendors on behalf of the Recipient. Notwithstanding any other provision hereof, the City reserves the right, at its sole discretion, in the event of unforeseen financial difficulty or need, to cancel this Agreement or to terminate, reduce or otherwise modify either the schedule or amount of any subsequent payments authorized hereunder, at any time, without further obligation of any kind to the Recipient.

6.3.3 The cash matching funds itemized in section (ii) above shall be paid upon submission and approval of an invoice from the Recipient to the City.

6.3. In-Kind Match. The City shall provide the Recipient with an in-kind match which is equivalent to the difference between the total amount of the Grant received, $91,787.00 and the cash match of $75,500.00 to be contributed by the City. The in-kind match may represent the partial salary and benefits of a City of Waterbury employee who will assist, participate or provide support to the Truancy Program as the in-kind match.

6.4. Use of Funds. The Recipient represents that it will use all grant funds received by it hereunder solely for purposes specified in this Agreement and **Attachment A** which is attached hereto and made part hereof and for no other purposes.

6.5. Limitation of Payment. Grant Funds payable to the Recipient are limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Recipient's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Recipient's invoices shall reference the Grant approval by the City and be in a form and content required by the City.

6.5.1 The Recipient 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 Recipient in an amount equaling the sum or sums of money the Recipient and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Recipient's and/or its affiliate's real and personal tax obligations to the City.

6.6. Review of Work. The Recipient shall permit the City or its designee to review, at any time, all services performed under the terms of this Agreement at any stage of the work. The Recipient shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Agreement, settlement of claims or any other matter pertaining to the Recipient's Grant. The City shall not certify fees for payment to the Recipient until the City has determined that the Recipient has provided the service envisioned by the Grant and accepted by the City in accordance with the requirements of this Agreement.

6.7. Application Costs. All costs of the Recipient in preparing its application for said grant funds shall be solely borne by the Recipient and are not included in the compensation to be paid by the City to the Recipient under this Agreement or any other agreement.

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

7. Indemnification.

7.1. The Recipient shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and

against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. arising from or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses is caused in whole or in part by any willful or negligent act or omission of the Recipient, its employees, any sub-recipient, 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.

7.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Recipient or any employee of the Recipient, any sub-recipient, 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 7.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Recipient or any sub-recipient under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8. Recipient's Insurance.

8.1. The Recipient shall not commence work under this Agreement until all insurance required under this Section 8 has been obtained by the Recipient and such insurance has been approved by the City. The Recipient shall not allow any sub-recipient to commence work on any subcontract until all insurance required of any such sub-recipient has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

8.3. The Recipient's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary/non-contributory insurance and the coverage and limits provided under the Recipient's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the

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

8.4. 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 Recipient:

8.4.1 **General Liability Insurance**:
$1,000,000 Per Occurrence
$2,000,000 Aggregate
$2,000,000 Products/ Completed Operations Aggregate

8.4.2 **Automobile Liability Insurance**:
$1,000,000 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

8.4.3 **Workers' Compensation**: Statutory Limits within the State of Connecticut
Employer Liability (EL)
$1,000,000 EL Each Accident
$1,000,000 EL Disease Each Employee
$1,000,000 EL Disease Policy Limit

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

8.4.5 **Professional Liability Insurance:**
$1,000,000 Each Wrongful Act
$1,000,000 Aggregate

8.4.6 **Sexual Abuse/Molestation**:
$1,000,000 Each Occurrence
$1,000,000 Aggregate
(applicable to contractors working directly with youth/minors)

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

8.6. **Cancellation.** The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

8.7. Certificates of Insurance. At the time the Recipient executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.**" The Recipient must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Third Floor.

8.8. Upon request the Recipient shall deliver to the City a copy of the Recipient's Certificate of Insurance, insurance policies, endorsements, and riders.

9. This section intentionally left blank.

10. Waiver of Subrogation. Recipient shall procure an appropriate clause in, or endorsement on, each of its policies for General Liability, Auto Liability and Workers' Compensation whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the City, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, Recipient hereby agrees that it will not make any claim against or seek to recover from City for any loss or damage to property of the type covered by such insurance.

11. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Recipient represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Recipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

11.3. Labor and Wages. The Recipient and its sub-recipients shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

11.3.1 The Recipient is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Agreement.

12. Discriminatory Practices. In performing this Agreement, the Recipient 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, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each sub-recipient 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 Agreement. Said provisions with sub-recipients 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.

12.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Agreement 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.

12.2. Equal Opportunity. In its execution of the performance of this Agreement, the Recipient shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The Recipient 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 sub-recipients.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Recipient, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Recipient under this Agreement shall, at the option of the City, become the City's property, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.1 The City may (1) withhold payments under this Agreement to the Recipient (2) cancel, terminate or suspend this Agreement in whole or in part, (3) require the return of all or part of the grant paid to the Recipient hereunder.

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

13.2. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Recipient. If this Agreement is terminated by the City as provided herein, the Recipient 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 Recipient covered by this Agreement, less payments of compensation previously made.

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

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Recipient.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Recipient for the agreed to level of the products, services and functions to be provided by the Recipient under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Recipient, 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 Agreement 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 Agreement.

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Recipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Recipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Recipient 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 Recipient may negotiate a mutually acceptable payment to the Recipient for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

13.4.3 Termination by the Recipient. The Recipient may, by written notice to the City, terminate this Agreement if the City materially breaches, provided that the Recipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Recipient will be compensated by the City for work performed prior to such termination date and the Recipient shall deliver to the City all deliverables as otherwise set forth in this Agreement.

13.4.4 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 Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination, (i) the Recipient shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Recipient 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).

13.5. Ownership of Instruments of Professional Services. The City acknowledges the Recipient's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Agreement, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Agreement shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

14.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

14.3. acts of governmental authorities such as expropriation, condemnation, changes of

law and order or regulations, proclamation, ordinance, or other governmental requirement;

14.4. strikes and labor disputes; and

14.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

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

15.1. The Recipient shall be as fully responsible to the City for the acts and omissions of the Recipient's sub-recipients, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Recipient.

16. Assignability. The Recipient shall not assign any interest in this Agreement, 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 Recipient from the City under this Agreement 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.

17. Audit. The City, its representative, or designee, reserves the right to audit or examine, the Recipient's books of account in relation to this Agreement, the Youth Services Grant or any other program of the Recipient that is funded by the City any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Recipient shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

18. Interest of Recipient. The Recipient 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 Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

19. Entire Agreement. This Agreement 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 Agreement must be in writing and agreed to and executed by the City and the Recipient.

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

21. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement 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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

23. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Recipient and governs all disputes between them.

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

24. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Recipient agrees that it waives a trial by jury as to any and all claims, causes of action or

disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute or legal action, the Recipient shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

28. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Recipient, 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:

Recipient:	Waterbury Young Men's Christian Association Attn: Brandi Fitzgerald 136 West Main Street Waterbury, CT 06702
City:	Waterbury Public Schools 236 Grand St., 2nd Floor Waterbury, CT 06702
With a copy to:	City of Waterbury Office of the Corporation Counsel 235 Grant Street, 3rd Floor Waterbury, CT 06702

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

29.1. 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.

29.2. 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.

29.3. 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 sub-recipient, the prime Recipient or higher tier sub-recipient or any Person associated therewith, under a Contract or Purchase Order to the City.

29.4. 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.

29.5. Upon a showing that a sub-recipient made a kickback to the City, a prime Recipient or a higher tier sub-recipient 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 sub-recipient making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

29.6. 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 (vi), 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 (vi) 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.

29.7. 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 29.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

29.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 29.1.1-29.1.7.

29.9. The Recipient 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.

29.10. The Recipient 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 website: https://www.waterburyct.org/content/9569/9605/9613/15125.aspx [see link titled "The City of Waterbury- Code of Ordinances (Rev. 12/31/19)".

29.11. The Recipient is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1, "An Act Authorizing the Issuance of Certain Bonds by the City of Waterbury."

29.12. 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, 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.

29.13. 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.

29.14. Prohibition against Contingency Fees. The Recipient 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.

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

[Signature page to follow]

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

WITNESSES:

CITY OF WATERBURY

_____
Sign & Date
Print name:

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

_____
Sign & Date
Print name:

Date: _____

WITNESSES:

WATERBURY YOUNG MEN'S CHRISTIAN ASSOCIATION

_____
Sign & Date
Print name:

By: _____
Its:

_____
Sign & Date
Print Name:

Date: _____

ATTACHMENT A

1. Connecticut Department of Children and Families ("DCF") "State Fiscal Year 2025-26 Youth Service Bureau Grant Application, consisting of 23 pages, incorporated herein by reference;

2. Award Letter to Waterbury Youth Services (a Division of the Greater Waterbury YMCA), dated January 2, 2026, consisting of 1 page, attached hereto;

3. Scope of Services, consisting of 2 pages, attached hereto

4. Truancy Referral Form, consisting of 1 page, attached hereto

5. Truancy Welcome Letter to Parents, consisting of 1 page, attached hereto

Interim Commissioner Susan Hamilton
Department of Children & Families

CONNECTICUT

January 2, 2026

Waterbury Youth Services(adivsion of the Greater Waterbury YMCA)
136 West Main Street
Waterbury, CT 06702

RE: SFY 2026 Allocation

Dear Provider:

On behalf of the Connecticut Department of Children and Families, I would like to thank your organization for applying for both the Youth Service Bureau's Main, Enhancement, and Supplemental Grants. I am pleased to inform you that **Waterbury Youth Services- a Division of the Greater Waterbury YMCA** has successfully met the Youth Service Bureau requirements for the three grants. Funding for State Fiscal Year 2026 is outlined below.

Organization Name	FY2026 YSB Entitlement (Base)	FY2026 YSB Enhancement	FY2026 YSB Supplement	FY2026 Total Funding
Waterbury Youth Services	$91,787	$53,872	$16,526	**$162,185**
Total	$91,787	$53,872	$16,526	**$162,185**

If you have questions or require additional clarification regarding this matter, please contact Steven Smith, Program Supervisor, Transitional Supports and Services, at 860-560-5091 or Steven.Smith@ct.gov.

Regards,

Steve Francis, DBA
Chief Fiscal Officer, Department of Children and Families

ec: Steven Smith, Program Supervisor, Transitional Supports and Services
Theodore Sanford, Director of Program Monitoring & Fiscal Review
Douglas Howard, LMSW, Program Manager

SCOPE OF SERVICES

1. Waterbury Youth Services, Inc. (WYS), a Branch of The Greater Waterbury YMCA agrees to provide truancy prevention work with an adequate number of staff and supervisors who are trained and certified. Items detailed in this scope of service were agreed upon by WYS, a Branch of The Greater Waterbury YMCA and the Director of Equity and Inclusions of Waterbury Public Schools. WYS a Branch of The Greater Waterbury YMCA, staff shall work on each School Referral (Form A) that they receive from the Waterbury elementary, middle and high school administrators or their designees, attendance counselors or truancy specialists within 5 school days of receiving it. WYS a Branch of The Greater Waterbury YMCA agrees to provide the following services for each referral:

a. Within 24 hours of receiving the referral, WYS a Branch of The Greater Waterbury YMCA Truancy Case Manager will make a phone call, if the family is unresponsive, send a letter (Form B attached), and email the family.
b. An unannounced home visit must occur if there is no response from the family within 2 business days.

c. Within 5 school days of the referral date, the case manager will notify the school admin and referral source of either.

    (i) Contact made and any referrals/resources offered to the family or
    (ii) No contact was made and a recommendation that WPS file a petition for educational neglect with DCF.

d. An intake will occur and a follow-up 2 weeks after with completion of home visit Google Form (Form C attached) if contact is made with the family.
e. A letter to family with information; (Form B attached).
f. Google Home visit Form (Form C attached) will be completed for every attempt to contact the families.

2. WYS a Branch of The Greater Waterbury YMCA is required and agrees to follow all laws and rules regarding the confidentiality of student information as set forth in the Family Education Records Compliance Act (PERPA) and other federal and state laws regulating disclosure of confidential student information. WYS a Branch of The Greater Waterbury YMCA staff visits to the student's school are included in the scope of services and all school visits made by WYS a Branch of The Greater Waterbury YMCA agents or employees should be communicated with the School Principal or designated staff. WYS a Branch of The Greater Waterbury YMCA agrees to provide immediate notice of any serious problems relating to Waterbury students of which they become aware to the School Principal, Contral Office Staff in Pupil Personnel, and the Director of Equity and Inclusion.

3. WYS a Branch of The Greater Waterbury YMCA agrees to not change any form agreed upon by the parties.
4. WYS a Branch of The Greater Waterbury YMCA shall submit Truancy Spreadsheet Data quarterly to the Pupil Personnel Office, Waterbury Public Schools, 236 Grand St., 1st Floor, Waterbury, CT 06702. In addition, the Truancy Home visit Google Form will be emailed to the school official and/or attendance or Truancy officer that referred the student to Waterbury Youth Services, a Branch of The Greater Waterbury YMCA no later than 20 school days from the date of the original referral.

WATERBURY YOUTH SERVICES

83 Prospect Street
Waterbury, CT 06702
Telephone: 203.573.0264
Fax: 203.755.4835
www.waterburyyouthservices.org

Date

Re:

Address
Waterbury, CT 06704
Grade/School

Dear Parent/Guardian:

Welcome to Waterbury Youth Services, A Branch of Waterbury YMCA. Your child, STUDENT, has been referred to our Truancy Prevention & Counseling Program by SCHOOL because of a high number of absences or tardies.

Please contact me, CM at (###)-###-#### extension # if you are interested in receiving truancy services. I am available Monday-Friday 9:00 a.m.-5:00 p.m. If I am unreachable, please leave your name and a working phone number so that I may return your call.

We are looking forward to working with you and your family.

Sincerely,

CM
WYS Truancy Case Manager

School Excessive Absences/Truancy Referral Form

TO: WATERBURY YOUTH SERVICES BRANCH OF WATERBURY YMCA
83 Prospect Street, Waterbury, CT 06702
Telephone: 203-573-0264 Fax: 203-755-4835
waterburyyouthservices.org

* Indicates required question

1. Email *

Criteria for Referral

- The student has accumulated **4 consecutive unexcused absences** or **10 unexcused absences** within the school year;
- A **home visit, written communication, and/or phone contact** has been attempted by school staff;
- Despite these efforts, the **family remains unengaged** or attendance concerns **persist**.

2. Does this referral meet the following criteria above? *

Mark only one oval.

( ) Yes *Skip to question 3*

( ) No
Skip to section 4 (At this time you are not able to make a referral until the above criteria's are met. Please contact Rasheeda Wright with any questions, 203-573-0264.)

Referral

3. **Name of Student:** *

4. **Grade: ***

5. **DOB: ***

Example: January 7, 2019

6. **Name of Parent/Guardian: ***

7. **Address:(please include apartment number) ***

8. **Home Number:**

9. **Cell Phone Number: ***

10. **Parent/Guardian Email: ***

11. **Ethnicity: ***

Mark only one oval.

- ◯ Hispanic
- ◯ Black
- ◯ White
- ◯ Multi-Racial
- ◯ Asian
- ◯ Other:

12. **Reason For Referral ***

13. **Actions Taken By School ***

14. **Other Agencies Involved**

15. **Attendance History** *
Complete 3 years

Files submitted:

16. **Date of Referral** *

Example: January 7, 2019

17. **Submitted By/Title:** *

18. **Phone Number** *

19. **Email** *

20. **School:** *

21. **Principle Signature** *
Please include principle signature

Files submitted:

At this time you are not able to make a referral until the above criteria's are met. Please contact Rasheeda Wright with any questions, 203-573-0264.

This content is neither created nor endorsed by Google.

Google Forms

#6

Waterbury Adult Continuing Education
11 DRAHER STREET
WATERBURY, CONNECTICUT 06708
TEL. 203-574-8038
FAX 203-597-3438

To: Board of Education, Board of Aldermen

From: Antonio Musto, Principal Waterbury Adult Continuing Education

Date: April 2, 2026

Re: Board of Education Approval Request for adding Waterbury Adult Continuing Education to the MOU CRT24-445 / Benchmark Senior Living d.b.a The Village at East Farms - Executive Summary

The Academic Office/Education Department respectfully requests your approval for adding Waterbury Adult Education to the above-referenced contract CRT24-445 to establish a partnership with Benchmark Senior Living d.b.a The Village at East Farms in Waterbury. This contract was initiated as a sole source after approval. Under this contract/MOU, all Certified Nurse Assistant students within the Waterbury Adult Education Enrichment Program can complete clinical hours to meet the Department of Public Health CNA requirements.

The Contract/MOU is effective on the date signed by the Mayor. There are no costs associated with this contract. Accordingly, attached for your review and consideration are the proposed contract, the successful responders' Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

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

Respectfully Submitted,

Antonio Musto,
Principal
Waterbury Adult Continuing Education
11 Draher Street
Waterbury, CT 06708

AMENDMENT #1
To
EDUCATION AFFILIATION AGREEMENT
between
The City of Waterbury, Connecticut
And
KRE-BSL Husky East Farms Operations, LLC

THIS AMENDMENT 1, effective on the date signed by the Mayor ("Effective Date"), is by and between the **City of Waterbury**, City Hall Building, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **KRE-BSL Husky East Farms Operations LLC**, a state of Delaware duly registered foreign limited liability company ("Organization"), with a business address of 180 Scott Road, Waterbury, CT, owner of a facility known as **The Village at East Farms** that is managed by **Benchmark Senior Living, LLC**.

WHEREAS, the parties hereto entered into an Education Affiliation Agreement, effective July 9, 2025, for the purpose of allowing students enrolled in the Waterbury Career Academy's Health Science Certified Nurse Assistant program to obtain an educational experience and complete the clinical hours required to be eligible to sit for the State of Connecticut Nurse Assistant Exam;

WHEREAS, the City operates an Adult Continuing Education Certified Nursing Assistant Program in addition to its Health Science Certified Nursing Assistant Program; and

WHEREAS, the parties wish to amend the July 9, 2025 Agreement, to extend the educational experience and ability to complete State-required clinical hours to those students enrolled in the Waterbury Adult Continuing Education Certified Nursing Assistant Program.

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

1. Section I of the Agreement ("CITY DUTIES") and Subsection I(A) ("Education Experience") shall be amended pursuant to this Amendment to read as follows:

I. CITY DUTIES

A. Education Experience. City shall determine, from those students enrolled in the Waterbury Adult Continuing Education Certified Nursing Assistant Program and the Waterbury Career Academy's Health Science Certified Nurse Assistant Program, which students, and the number of students, who will participate in each education experience rotation at Organization pursuant to this Agreement (each, a "Student" and collectively, the "Students"), which determination shall be subject to approval by Organization. The City shall plan and administer the educational requirements to satisfy the requirements of all applicable laws, regulations and licensing or supervising agencies.

2. **All other terms, conditions and provisions of the July 9, 2025 Agreement shall remain in full force and effect and binding on the Parties hereto.**

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

_____
Sign & Print name

_____
Sign & Print name

CITY OF WATERBURY

By: _____
Paul K. Pernerewski
Mayor, City of Waterbury

Date: _____

WITNESSES:

Kimberly Heck
Sign & Print name

William Meyer
Sign & Print name

KRE-BSL HUSKY EAST FARMS OPERATIONS, LLC

By: _____
Signature

Executive Director
Title

Date: 3/30/26

#7

Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

March 26, 2026

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

RE: Carl D. Perkins Secondary Supplemental Enhancement Grant 2026 (CSDE)

Dear President Brown and Commissioners:

The Connecticut State Department of Education has announced a new Perkins Secondary Supplemental Enhancement Grant opportunity for 2026. This is a competitive grant, not an entitlement. To be eligible to apply, Waterbury must have been a Carl D. Perkins Grant recipient for 2025-26, with at least 40 percent, unduplicated CTE enrollment for the 2025-26 school year. This year, Waterbury's unduplicated CTE percentage is approximately seventy-four percent (74%).

Through this grant the district will pilot the integration of VR headsets into CTE classrooms—a very innovative and unique opportunity for students to interact with the curriculum in a different way. Further details of this grant opportunity, and the specific project proposed for our district by CTE Supervisor Michael Merati, are described in my Grant Highlights document attached hereto.

Eligible districts may apply for up to $50,000. No matching funds are required. However, districts are expected to sustain the grant project after the grant period.

The grant application deadline is April 10, 2026. I respectfully request your permission to apply for the 2026 Perkins Secondary Supplemental Enhancement Grant. Thank you for your consideration.

Very truly yours,

Louise Allen Brown
Louise Allen Brown, Grant Writer

cc: Dr. Darren M. Schwartz
Doreen Biolo
Janet Frenis
Michael Merati

Carl D. Perkins Secondary Supplemental Enhancement Grant 2026 (CSDE)
Louise Allen Brown, WPS Grant Writer
March 26, 2026

Grant Highlights

Name of Grant: Carl D. Perkins Secondary Supplemental Enhancement Grant 2026

Purpose of Grant:
"…The purpose of Perkins V [and this grant] is to develop more fully the academic, technical, and employability skills of secondary and postsecondary education students who elect to enroll in CTE programs and programs of study…."
[RFP, p. 4]

Grant Deadline: April 10, 2026

Grant Period: "Grants will be awarded on or after April 13, 2026. All funds must be expended or obligated by September 30, 2026, and liquidated by November 30, 2026. There are no exceptions or waivers to this requirement." [RFP, p. 7]

Award amount: Minimum of $25,000 to Maximum of $50,000

Cost Sharing or Matching: none required [although sustaining the project beyond the grant period is expected]

Eligible Applicants:
"Eligible participants must reside in a rural area …, or have a high percentage and high number of career and technical students (at least 40 percent, unduplicated CTE enrollment for the 2025-2026 school year). [RFP, p. 5]

Note--District staff have confirmed that the percentage of 2025-26 CTE (Career & Technical Education) students in the district (unduplicated) exceeds 40%, at approximately 74%.

Grant Requirements:
"This is a competitive grant and is not an entitlement. The following must be met in order for a district to be eligible to apply for funding:

- size, scope and quality consistent with the approved local five-year Perkins Secondary Plan must be adhered to and administered under all projects funded by the Supplemental Enhancement Grant;
- programs are taught by certified CTE teachers or are interdisciplinary/team curriculum projects involving both CTE and academic certified staff; and
- career pathway(s) must be established or improved in one or more of the following career clusters:

  2025-26 Career Clusters
  - Agriculture, Food and Natural Resources;
  - Architecture and Construction;
  - Arts, Audio/Video Technology and Communications;
  - Business Management and Administration;

- Education and Training;
- Finance;
- Health Science;
- Hospitality and Tourism;
- Information Technology;
- Manufacturing;
- Marketing;
- Science, Technology, Engineering and Mathematics (STEM); and
- Transportation, Distribution, and Logistics."

2026-27 Career Clusters

- Advanced Manufacturing
- Agriculture
- Arts, Entertainment and Design
- Construction
- Digital Technology
- Education
- Energy and Natural Resources
- Financial Services
- Healthcare and Human Services
- Hospitality, Events, and Tourism
- Management and Entrepreneurship
- Marketing and Sales
- Public Service and Safety
- Supply Chain and Transportation

[RFP, p. 6]

Waterbury Proposal:
WPS will seek funding for a pilot project designed to enhance Career & Technical Education (CTE) teaching and learning. The district will utilize grant funds, if awarded, for Transfr VR Headsets/programs for use in CTE courses for career awareness, career exploration, and career preparation activities. The specialized headsets and headset programs to be used in the pilot provide virtual reality experiences related to CTE career exploration, and CTE skills development. Professional development sessions with the Transfr headsets will be provided for teachers.

Career awareness modules will help students to learn about careers in high-growth industries and in-demand jobs. Career exploration activities will help students to discover career pathways through hands-on, immersive experiences. Career preparation activities will help students develop practical, job-ready skills. According to the Transfr website, the Transfr comprehensive career database provides "a wide range of career data across career clusters with descriptions, high school courses, extended learning opportunities, wage data, employment data, and frequently asked questions." Further, Interactive VR simulations require learners "to interact with immersive content and engage in problem-solving and critical thinking that mimic real-world environments of well-paying careers."

VR headsets are part of the Waterbury Comprehensive Local Needs Assessment (CLNA) strategy to support CTE teaching and learning using technology, such as hardware and software, and digital curriculum, leading to real-world learning. The WPS CTE Supervisor, Michael Merati, maintains that students will be able to use VR headsets in Manufacturing, Culinary, Health Sciences, Automotive, and Construction to access and become proficient in tool use, even before actually touching the real equipment. All VR simulations are aligned with industry standards and the current curricula WPS utilizes daily in the classroom. Leveraging VR headsets will enable more students to enhance their skill sets, allowing them to earn Industry Recognized Credentials and to be prepared for work-based learning.

The $50,000 grant budget will afford the district the opportunity to pilot use of eight VR headsets with Transfr programs. This is a short duration grant. All funds must be obligated by September, 2026. For that reason, the district will make purchases upon grant award (if selected for this grant), and provide teacher training in the use of the virtual reality headsets during the summer and/or other PD days or partial days. Student engagement and implementation with the VR headsets will begin in the 2026-27 school year.

Waterbury Budget:
The grant budget request will be $50,000. No matching funds are required. However, CSDE expects the district to sustain the pilot project from other grant and/or local funds.

WATERBURY
PUBLIC SCHOOLS

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

#8

EXECUTIVE SUMMARY

DATE: March 20, 2026

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Amendment No. 1 to Agreement between the **City of Waterbury** and **Wheeler Clinic, Inc.**

The Special Education Department requests the approval of Amendment No. 1 to the Agreement between the City of Waterbury Public Schools (WPS) and **Wheeler Clinic, Inc. - OOD Spec. Ed Placement**. This amendment will be paid through General Funds. The purpose of the agreement is to continue to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The original three-year Agreement was executed on October 4, 2024 for an amount not to exceed $327,690.00. This Amendment No. 1 to the agreement shall add compensation in the amount of **$427,003.49** for the remainder of the three-year contract concluding on June 30, 2027, for a total contract value of $754,693.49. The purpose of this agreement is to continue to provide services for raises in tuition and an additional student placed mid-year in **Wheeler Clinic, Inc. - OOD Spec. Ed Placement.**

Amendment No. 1
to
Agreement
between
The City of Waterbury, Connecticut
and
Wheeler Clinic, Inc.

THIS FIRST AMENDMENT ("Amendment No. 1"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and WHEELER CLINIC, INC. (the "Provider"), located at 91 Northwest Drive, Plainville, CT 06062, a State of Connecticut duly registered domestic corporation (jointly referred to as the "Parties").

WHEREAS, the parties hereto executed a three (3)-year Agreement effective October 4, 2024, for the provision of educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), at a cost not to exceed $327,690.00 (the "Agreement" or "Contract"); and

WHEREAS, in accordance with Section 19 of the Agreement, the Parties agree to amend the Agreement to add an additional student, to amend Section 3.1 to increase tuition and to add compensation for said additional student in the amount of $427,003.49, for a total compensation amount not to exceed $754,693.49 over the term of the Agreement.

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

1. **Section 3.1 ("Payment")** shall be deleted and replaced with the following language:

   "**3.1.** The City shall pay Provider an amount up to Seven Hundred Fifty Four Thousand Six Hundred Ninety Three Dollars and 49/100 Cents ($754,693.49) for the entire Initial Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in Attachment A entitled "Rate Schedule". Attachment A shall consist of one rate schedule for each student placed in the Provider's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. Attachment A is incorporated herein and made a part of this Agreement."

2. Except as expressly modified herein, all other terms, conditions and provisions of the Agreement, which are not inconsistent with this Amendment No. 1 shall remain in full force and effect and binding upon the parties hereto.

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 1 on the dates signed below.

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

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

Date: _____

WITNESSES:

Print name Athena Szczesniak

Print name Paige Daly

WHEELER CLINIC, INC.

By: Debra Tocchi

Its President/CEO

Date: 3/6/2026

#9

Waterbury Board of Education

FY2025-2026

February
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$10,922,425	$10,922,425	$7,133,111	$0	$3,789,314	$10,937,361	($14,936)
511102	Teachers	$32,216,577	$32,216,577	$19,127,907	$0	$13,088,670	$32,458,166	($241,589)
511104	Superintendent	$454,426	$454,426	$294,702	$0	$159,724	$462,154	($7,728)
511106	Early Incentive Certifiied	$526,072	$526,072	$699,763	$0	($173,691)	$699,763	($173,691)
511107	Certified Coaches	$770,000	$770,000	$258,212	$0	$511,788	$770,000	$0
511108	School Psychologists	$1,358,071	$1,358,071	$580,477	$0	$777,594	$1,062,235	$295,836
511109	School Social Workers	$2,365,883	$2,365,883	$1,195,995	$0	$1,169,888	$2,219,314	$146,569
511110	Speech Pathologists	$2,498,279	$2,498,279	$1,734,057	$0	$764,222	$3,208,233	($709,954)
511111	Assistant Superintendent	$173,250	$173,250	$19,990	$0	$153,260	$19,990	$153,260
511113	Extra Compensatory Stipend	$159,000	$159,000	$0	$0	$159,000	$159,000	$0
511201	Non-Certified Salaries	$3,039,351	$3,039,351	$1,036,943	$0	$2,002,408	$3,020,177	$19,174
511202	Clerical Wages	$1,182,727	$1,182,727	$701,018	$0	$481,709	$1,130,900	$51,827
511204	Crossing Guards	$391,442	$391,442	$258,228	$0	$133,214	$405,003	($13,561)
511206	Educational	$418,909	$418,909	$175,829	$0	$243,080	$297,368	$121,541
511212	Substitute Teachers	$520,000	$520,000	$182,909	$23,763	$313,328	$252,076	$267,924
511217	Library Aides	$148,125	$148,125	$103,792	$0	$44,333	$161,696	($13,571)
511219	School Clerical	$2,421,154	$2,421,154	$1,503,221	$0	$917,933	$2,467,946	($46,792)
511220	Fiscal Administration	$775,301	$775,301	$370,269	$0	$405,032	$583,897	$191,404
511222	Transportation Coordinator	$217,296	$217,296	$131,449	$0	$85,847	$211,778	$5,518
511223	Office Aides	$180,000	$180,000	$71,467	$0	$108,533	$143,411	$36,589
511225	School Maintenance Non-Certified	$2,675,166	$2,675,166	$1,509,482	$0	$1,165,684	$2,388,434	$286,732
511226	Custodians Non-Certified	$6,242,816	$6,242,816	$3,950,770	$0	$2,292,046	$6,195,904	$46,912
511227	Overtime - Outside Activities	$300,000	$300,000	$115,401	$0	$184,599	$300,000	$0
511228	Paraprofessionals	$10,056,786	$10,056,786	$6,110,107	$0	$3,946,679	$10,045,025	$11,761
511229	Bus Duty	$265,000	$265,000	$3,282	$0	$261,718	$265,000	$0
511232	Attendance Counselors	$131,096	$131,096	$55,425	$0	$75,671	$110,853	$20,243
511233	ABA Behaviorial Therapist	$917,094	$917,094	$484,461	$0	$432,633	$783,847	$133,247
511234	Interpreters	$158,714	$158,714	$93,373	$0	$65,341	$151,705	$7,009
511236	Snow Removal	$0	$0	$95,413	$0	($95,413)	$95,413	($95,413)
511650	Overtime	$775,000	$775,000	$477,980	$0	$297,020	$775,000	$0
511653	Longevity	$5,620	$5,620	$6,930	$0	($1,310)	$6,930	($1,310)
511700	Extra Police Protection	$1,011,747	$1,011,747	$156,497	$0	$855,250	$1,011,747	$0
511800	Vacation and Sick Term Payout	$548,442	$548,442	$112,880	$0	$435,562	$548,442	$0
522501	Health Insurance-General	$11,000,000	$11,000,000	$11,000,000	$0	$0	$11,000,000	$0
529001	Car Allowance	$104,800	$104,800	$64,840	$0	$39,960	$104,800	$0
529003	Meal Allowances	$15,000	$15,000	$13,801	$2,125	($926)	$15,926	($926)
Subtotal Salaries		**$94,945,569**	**$94,945,569**	**$59,829,982**	**$25,888**	**$35,089,700**	**$94,469,494**	**$476,075**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$2,238,161	$569,684	$1,392,155	$4,400,000	($200,000)
533020	Consulting Services	$269,796	$269,796	$64,482	$77,494	$127,821	$269,796	$0
533100	Auditing	$64,000	$64,000	$64,000	$0	$0	$64,000	$0
539005	Sporting Officials	$25,000	$25,000	$25,000	$0	$0	$25,000	$0
539008	Messenger Service	$40,000	$40,000	$22,440	$8,602	$8,958	$40,000	$0
543000	General Repairs & Maintenance	$1,546,830	$1,546,830	$729,400	$319,933	$497,497	$1,546,830	$0
543011	Maintenance - Service Contracts	$920,000	$895,000	$409,339	$416,450	$69,211	$895,000	$0
544002	Building Rental	$581,542	$581,542	$376,430	$190,977	$14,136	$581,542	$0
545002	Water	$275,000	$275,000	$160,733	$0	$114,267	$275,000	$0
545006	Electricity	$3,900,000	$3,900,000	$2,521,171	$0	$1,378,829	$4,115,692	($215,692)
545013	Security/Safety	$100,000	$100,000	$85,251	$9,791	$4,958	$100,000	$0
551000	Pupil Transportation	$20,916,330	$20,916,330	$10,548,862	$9,551,598	$815,870	$21,217,223	($300,893)
553001	Postage	$45,000	$45,000	$23,591	$0	$21,409	$45,000	$0
553002	Telephone	$200,000	$200,000	$169,885	$16,208	$13,907	$200,000	$0
553005	Wide-area Network (SBC)	$100,408	$100,408	$70,122	$27,377	$2,908	$100,408	$0
556055	Tuition - Outside	$19,600,856	$19,600,856	$9,575,158	$5,574,410	$4,451,289	$19,378,844	$222,012
556056	Purchased Service - Outside	$4,655,000	$4,655,000	$1,845,732	$2,059,863	$749,405	$4,454,790	$200,210
557000	Tuition Reimbursement	$15,000	$15,000	$12,291	$0	$2,709	$15,000	$0
558000	Travel Expenses	$5,000	$15,020	$3,891	$0	$11,129	$15,020	$0
559001	Advertising	$13,000	$283	$283	$0	$0	$283	$0
559002	Printing & Binding	$18,000	$18,000	$4,174	$0	$13,826	$18,000	$0
559104	Insurance - Athletics	$22,351	$19,851	$19,851	$0	$0	$19,851	$0
Subtotal Purchased Services		**$57,513,113**	**$57,482,917**	**$28,970,249**	**$18,822,385**	**$9,690,282**	**$57,777,279**	**($294,362)**
Supplies/Materials								
561100	Instructional Supplies	$1,392,104	$1,382,084	$789,942	$192,647	$399,494	$1,382,084	$0
561200	Office Supplies	$75,590	$75,590	$25,279	$11,118	$39,193	$60,000	$15,590
561210	Intake Center Supplies	$3,500	$3,500	$3,046	$378	$76	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$23,666	$12,029	$14,306	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$2,861	$1,287	$3,851	$8,000	$0
561501	Diesel	$160,284	$160,284	$86,890	$65,365	$8,030	$160,284	$0
561503	Gasoline	$208,294	$208,294	$128,645	$40,545	$39,104	$208,294	$0
561505	Natural Gas	$1,650,000	$1,650,000	$1,250,252	$0	$399,748	$1,854,813	($204,813)
561507	Janitorial Supplies	$465,000	$465,000	$324,852	$31,742	$108,406	$465,000	$0
561508	Electrical Supplies	$60,000	$60,000	$11,464	$24,336	$24,200	$60,000	$0
561509	Plumbing Supplies	$110,000	$135,000	$84,050	$44,892	$6,057	$135,000	$0
561510	Building & Ground Supplies	$200,000	$200,000	$125,238	$62,107	$12,656	$200,000	$0
561511	Propane	$338,500	$338,500	$330,367	$8,133	$0	$338,500	$0
567000	Clothing Supplies	$50,000	$50,000	$12,160	$36,815	$1,025	$50,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,784	$0	$217	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$6,232	$4,308	$4,460	$15,000	$0
569029	Athletic Supplies	$137,896	$137,896	$67,754	$58,656	$11,486	$137,896	$0
Subtotal Supplies/Materials		**$4,926,168**	**$4,941,148**	**$3,274,482**	**$594,359**	**$1,072,307**	**$5,130,371**	**($189,223)**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$4,737	$0	$10,263	$15,000	$0
575200	Office Equipment	$170,000	$170,000	$74,250	$84,224	$11,526	$170,000	$0
575408	Plant Equipment	$40,000	$40,000	$12,864	$19,626	$7,510	$32,490	$7,510
Subtotal Property		**$225,000**	**$225,000**	**$91,851**	**$103,850**	**$29,299**	**$217,490**	**$7,510**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$3,590	$8,410	$0	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$13,800	$0	$6,900	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$9,139	$0	$312	$9,450	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$10,000	$6,409	$0	$3,591	$10,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$901	$0	$2,099	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$39,014	$936	$25,050	$65,000	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$145,000	$160,216	$145,000	$0	$15,216	$160,216	$0
Total Other/Miscellaneous		**$765,150**	**$780,366**	**$717,852**	**$9,346**	**$53,168**	**$780,366**	**$0**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$92,884,416**	**$19,555,828**	**$45,934,756**	**$158,374,999**	**$0**
	Alliance Non-Reform/Reform	**$71,617,091**	**$71,617,091**	**$37,112,344**	**$0**	**$34,504,747**	**$71,617,091**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$75,242,091**	**$75,242,091**	**$37,112,344**	**$0**	**$38,129,747**	**$71,617,091**	$3,625,000
GRAND TOTAL ALL FUNDING		**$233,617,091**	**$233,617,091**	**$129,996,760**	**$19,555,828**	**$84,064,503**	**$229,992,090**	**$3,625,000**

WATERBURY
PUBLIC SCHOOLS

#10

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

EXECUTIVE SUMMARY

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

DATE: March 31, 2026

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Professional Services Agreement for RFP#8699 Operations and Maintenance Services for City-Owned Solar Photovoltaic Systems

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The Education Department respectfully requests your review and approval of Professional Services Agreement (RFP#8699) for City-Owned Solar Photovoltaic Systems with All-Electric Construction & Communication, LLC.

These Operations and Maintenance (O&M) Services will support (1) the City's current solar photovoltaic systems at Gilmartin Elementary School, Waterbury Career Academy, and Hamilton Park Pool House (the "Current Systems"), and (2) the City's future solar photovoltaic systems, including but not limited to those that 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 (the "Future Systems").

Three responses to RFP#8699 were received. The selection committee unanimously agreed that RFP #8699 should be awarded to All-Electric because of, among other reasons, (1) All-Electric's favorable pricing compared to the other proposals and (2) All-Electric's experience in and positive reputation for providing O&M Services. The Professional Services Agreement engages All-Electric to provide the O&M Services to the City for a Contract Term of five (5) years.

A representative from the Education Department will be present at your upcoming meeting to address any questions you may have. Thank you for your consideration.

c: Michal Konopka, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT RFP No. 8699

for

OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS

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, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and All-Electric Construction & Communication, L.L.C., located at 180 Wampus Lane, Milford, Connecticut 06460, a State of Connecticut duly registered corporation (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8699** for **OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS**;

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8699**; and

WHEREAS, the City desires to obtain the Consultant's operations and maintenance services ("O&M Services") for City-owned solar photovoltaic systems (individually a "System" or collectively the "Systems") at various municipal buildings and Waterbury Public School sites ("Facility," or "School," or "Site," or collectively "Sites"), pursuant to the terms, conditions and provisions set forth in this agreement (the "Agreement" or "Contract").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the O&M Services as specified in this Contract and such shall be completed in a satisfactory manner, as reasonably determined by the City. As described in the Scope of Work in **Attachment A**, the Consultant shall perform Monitoring and Preventative Maintenance of the Systems, and Corrective Maintenance as necessary, including but not limited to when the remote system monitoring and/or annual inspection identifies a production or operational issue with the Systems, or when other work outside of the annual preventative maintenance visit is required. All labor, services, equipment, materials, reports, plans,

specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The O&M Services consists of **OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS** as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFP No. 8699** for **OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS** (incorporated by reference);

1.1.2 Any addenda to the City's **RFP No. 8699**; however, the Parties hereby affirm that there were no addenda to the City's **RFP No. 8699**;

1.1.3 The Consultant's Proposal submitted in response to the City's **RFP No. 8699**, dated February 26, 2026 and consisting of thirty-three (33) pages (incorporated by reference), and the Consultant's two (2) page Price Proposal Form (attached hereto);

1.1.4 OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS Scope of Work, consisting of seven (7) pages;

1.1.5 Consultant's Certificate(s) of Insurance (attached hereto);

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.7 All permits and licenses (incorporated by reference); and

1.1.8 Any and all amendment(s) and Change Orders issued by the City after execution of Agreement (incorporated by reference).

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

enumerated below shall govern over any other component part which follows it numerically:

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFP No. 8699**, dated February 26, 2026 and consisting of 33 pages, and Consultant's Price Proposal consisting of 2 pages

1.2.5 **RFP No. 8699** Addenda, however, the Parties hereby affirm that there were no Addenda to the City's **RFP No. 8699**

1.2.6 **RFP No. 8699** Documents not included in 1.2.1-1.2.5

1.3. **Task Order Development.** The parties hereto agree that the City, through its Using Agency (i.e., City Department of Public Works or Waterbury Public Schools), may request from the Consultant at any time during the term of this Agreement a proposal to perform Corrective Maintenance activities at a System or Systems, that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Using Agency shall issue for the Consultant's review, comment and approval a Task Order that:

1.3.1 Assigns a Task Order number;

1.3.2 Provides a general description of the Task Order project;

1.3.3 Provides the time by which all work under the Task Order shall be completed;

1.3.4 For Small Corrective Maintenance activities, with an anticipated cost of less than $5,000.00, proposes a not to exceed cost to perform all work under the Task Order, with compensation being based upon the Consultant's estimate described in Section 6.2 below.

1.3.5 For Large Corrective Maintenance activities, with an anticipated cost exceeding $5,000, proposes a not to exceed cost to perform all work under the Task Order, with compensation being based upon the Consultant's lump sum, fixed-cost estimate described in Section 6.3 below.

1.4. The parties hereto agree that no work shall commence under a Task Order until and unless it has been fully executed by the Consultant (through its Project Manager) and by the City (through the Department Head of the Using Agency) and a City Purchase Order for said work has been issued.

1.5. Task Order Process. The parties hereto agree that for all Task Orders approved in writing by the City's Using Agency:

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;

1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Contractor until and unless the City issues a Purchase Order for such work; and

1.5.3 The Contractor shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

2. Consultant Representations Regarding Qualification and Accreditation. The Consultant represents that, to the extent required by law, its employees are licensed to perform the Scope of Work set forth in this Contract. The Consultant further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written

notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property, that is the Facilities, Schools, and Sites, as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall coordinate its schedule so that work on the Site is performed during those hours the City sets forth in a written notice to the Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Sites free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Sites, and all tools, scaffolding and surplus materials, and shall leave the Sites "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Consultant.

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Sites or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other

members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the O&M Services, including, but not limited to, adherence to specifications and pricing for the O&M Services.

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

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

performance of the Work;

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

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

3.8. Reporting Requirements.

3.8.1 Annual report of Monitoring and Preventative Maintenance. As described in the Scope of Work, the Consultant shall provide quarterly reports that will **(i)** report all O&M activity on an annual basis, and shall include all findings and recommendations for improvements, **(ii)** provide an account of the cause of any system unavailability that occurred, **(iii)** include a non-conforming report for all anomalies found during testing and inspection, and will include any code violations and suggested actions for repair, and **(iv)** deliver a detailed summary of System performance and energy output.

3.8.2 Quarterly reports of Monitoring and Preventative Maintenance. As described in the Scope of Work, the Consultant shall provide quarterly reports that will **(i)** report quarterly production values and compare against expected production, **(ii)** identify any deviations from expected production and potential cause, and **(iii)** summarize any corrective actions performed or recommended.

3.8.3 Reporting of Corrective Maintenance. Unless the applicable Task Order(s) provide otherwise, when performing Corrective Maintenance, the Consultant shall deliver (at a minimum) weekly written Task Order updates in a form and with detail acceptable to the City's Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of the total compensation represented by the work and services described in subsection iii above, and **(vi)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

3.8.4 The Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

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

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

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

5. Contract Time. The Consultant shall provide the O&M Services required under this Contract for a period of five (5) years, commencing on the effective date of the Contract ("Contract Time").

5.1. Time is and shall be of the essence for all O&M Services milestones described in the **OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS** Scope of Work in Attachment A, and for the completion date

for the O&M Services. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's two (2) page proposal, dated February 26, 2026, as summarized below:

6.1.1 Current Systems Annual Cost ($/year) $2,720

6.1.2 Future Systems Annual Cost ($/kw-dc)..... $20

NOTE: The fee payable to the Consultant for any Future System shall commence on the date the City receives permission to operate the Future System. The first year of that Future System's Annual Cost will be prorated based on the date of the permission to operate relative to the annual anniversary of the effective date of the Agreement. For example, if a Future System receives permission to operate six months after the annual anniversary of the effective date, the Consultant will receive 50% of the calculated Future System Annual Cost until the next annual anniversary of the effective date of the Agreement. After that initial prorated year of Consultant's services, that Future System will receive the full calculated Future System Annual Cost for all future years remaining in the Contract Time.

6.1.3 Corrective Maintenance - Labor Rates

- Electrician ($/hour) $140
- Technician ($/hour)..... $140
- Engineer ($/hour) $200
- Administration ($/hour) $75

NOTE: Nights and Weekends will be billed at one-and-one-half times (1.5X) the above rates. Approval by the City is required prior to commencing overtime work.

6.1.4 Corrective Maintenance – Travel Cost

- Travel Time ($/hour)..... $140

6.1.5 Corrective Maintenance – Materials / Equipment Markup. The Consultant agrees to the following fixed markup percentages on necessary materials, delivery/freight, equipment rentals, and subcontracted services: Cost plus 10%.

6.2. Small Corrective Maintenance. For any Corrective Maintenance activity with an anticipated cost of less than $5,000, the Consultant shall provide an estimate itemizing all labor, materials, equipment, subcontractors, and applicable mark-ups, based on the Fee Schedule in Section 6.1 of this Agreement. The estimate shall also include a proposed schedule and timing for the Small Corrective Maintenance activities. Such estimates shall be submitted for the City's review and approval before the City, through its Using Agency, issues a Task Order according to Section 1.3 through Section 1.5 above.

6.3. Large Corrective Maintenance. For any Corrective Maintenance activity with an anticipated cost exceeding $5,000, the Consultant shall provide a lump sum, fixed-cost estimate itemizing all labor, materials, equipment, subcontractors, and applicable mark-ups. The estimate shall also include a proposed schedule and timing for the Large Corrective Maintenance activities. Such estimates shall be submitted for the City's review and approval before the City, through its Using Agency, issues a Task Order according to Section 1.3 through Section 1.5 above.

6.4. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1 through Section 6.3 above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

6.4.2 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant for Small Corrective Maintenance in Section 6.2 or Large Corrective Maintenance in Section 6.3 for certain Future Systems, to the extent that these corrective maintenance services are covered by the Consultant's two (2) year workmanship warranty and performance guarantee under the January 20, 2026 Construction Contract for Design and Build Rooftop Solar Photovoltaic Systems at Five Schools between the City and Consultant.

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

6.6. Response Costs. All costs of the Consultant in preparing its Response to **RFP No. 8699** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against

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

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

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

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

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

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

said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence

$2,000,000.00 General Aggregate

$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

$1,000,000.00 combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

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

EL Each Accident **$1,000,000.00**

EL Disease Each Employee **$1,000,000.00**

EL Disease Policy Limit **$1,000,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 Each Occurrence

$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances.

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act

$1,000,000.00 Aggregate

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, and its Board of Education as an Additional Insured and include a waiver of subrogation on all policies except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury, and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented

by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws

apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

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

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

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R.

part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

13. Termination.

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

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

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

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

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

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

13.4.3 Termination by the Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Consultant will be compensated by the City for work performed prior to such termination date and the Consultant shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

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

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

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

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

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

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

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

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of

the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8699** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8699.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this

Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

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

City: City of Waterbury
c/o David Simpson, Director
Waterbury Public Works
One Jefferson Square
185 South Main Street
1st and 5th floors
Waterbury, CT 06706

With a copy to: Nicholas J. Albini
Chief Operating Officer
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

And: James Keeley
Assistant Director of Finance
City Hall Municipal Building – 2nd Floor
235 Grand Street
Waterbury, CT 06702

And: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39

of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

ALL-ELECTRIC CONSTRUCTION & COMMUNICATION, L.L.C.

By:_____
Patrick Lewis
Its President

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

A.1 The City's **RFP No. 8699 for OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS** (incorporated by reference);

A.2 Any addenda to the City's **RFP No. 8699**; however, the Parties hereby affirm that there were no addenda to the City's **RFP No. 8699**;

A.3 The **Consultant's Proposal** submitted in response to the City's **RFP No. 8699**, dated February 26, 2026 and consisting of thirty-three (33) pages (incorporated by reference), and the Consultant's two (2) page Price Proposal Form (attached hereto);

A.4 **OPERATIONS AND MAINTENANCE SERVICES FOR CITY-OWNED SOLAR PHOTOVOLTAIC SYSTEMS Scope of Work**, consisting of seven (7) pages;

A.5 Consultant's **Certificate(s) of Insurance** (attached hereto);

A.6 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

A.7 All permits and licenses (incorporated by reference); and

A.8 Any and all **Amendment(s)** and **Change Orders** issued by the City after execution of Agreement (incorporated by reference).

REQUEST FOR PROPOSAL
BY THE CITY OF WATERBURY

Operations & Maintenance Services for City-owned Solar Photovoltaic Systems
RFP# 8699

ATTACHMENT G

Price Proposal

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

Date: 2/26/26

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

Sir:

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

All Electric
(Print or Type Company/Corporate Name)

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

[signature]

Blaze Graham

Director of Business Operations

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:

*No Bid Bond
5 year cost is less than $50,000

Price Proposal for O&M Services for City-owned solar Systems

Monitoring & Preventative Maintenance		
Term Options	**1 Year**	**5 Years**
Current Systems Annual Cost ($/year)	$ 2,720/year	$2,720/year
Future Systems Annual Cost ($/kw-dc)	$20/kw-dc per year	$20/kw-dc per year
Corrective Maintenance - Labor Rates*		
Electrician ($/hour)	$140/hour	
Technician ($/hour)	$140/hour	
Engineer ($/hour)	$200/hour	
Administration ($/hour)	$75/hour	
*Nights and Weekends will be billed at 1.5X the above rates. Approval by the City is required prior to commencing overtime work.		
Corrective Maintenance - Travel Cost		
Mileage ($/mile)	$140/hour	
Corrective Maintenance - Materials / Equipment Markup**		
Materials	Cost plus 10%	
Freight / Delivery	Cost plus 10%	
Equipment Rentals	Cost plus 10%	
Subcontracted Services	Cost plus 10%	
**Proposers agree to the following fixed markup percentages on necessary materials, delivery, equipment rentals, and subcontracted services.		

END OF ATTACHMENT G

Attachment H Document

- SCOPE OF SERVICES

REQUEST FOR PROPOSAL
BY THE CITY OF WATERBURY

Operations & Maintenance Services for City-owned Solar Photovoltaic Systems
RFP# 8699

ATTACHMENT H

Scope of Services

Introduction:

The City of Waterbury, Connecticut (the "City") seeks proposals from solar energy companies (each a "Proposer") to provide operations and maintenance ("O&M") services for the City-Owned rooftop solar photovoltaic systems (individually a "System" or collectively "Systems") at various municipal buildings and Waterbury Public School sites ("Site" or "Facility" or "School").

The City seeks to enter a one- (1) year or five- (5) year fixed-price contract with a Proposer and asks to see prices for both a one-year and five-year contract.

In addition to the following sites, the City anticipates adding five (5) or more rooftop solar projects currently under development. These projects are expected to become operational in 2026 and will be incorporated into the awarded O&M portfolio. Proposers should consider this anticipated portfolio growth when developing their submission strategy.

Current Systems & Specifications:

Facility Name	Address	System Size kW-dc
John G. Gilmartin Elementary School	94 Spring Lake Rd, Waterbury, CT 06706	75
Waterbury Career Academy	175 Birch St, Waterbury, CT 06704	48
Hamilton Park Pool House	110 Hamilton Park Rd, Waterbury, CT 06705, United States	13

Future Systems & Specifications:

Facility Name	Address	System Size kW-dc (estimated)
Wendell L. Cross Elementary School	1255 Hamilton Ave, Waterbury, CT 06706	250
M.M. Generali Elementary School	3196 E Main St, Waterbury, CT 06705	156.25
Sprague Elementary School	1443 Thomaston Ave, Waterbury, CT 06704	156.25
B.W. Tinker Elementary School	809 Highland Ave, Waterbury, CT 06708	187.5
West Side Middle School	483 Chase Pkwy, Waterbury, CT 06708	250

Proposers should refer to **Attachment I** for aerial photos or designs of the Current Systems and Future Systems.

REQUESTED SCOPE OF WORK

The Scope of Work for Operations and Maintenance Services for the Waterbury-owned solar arrays includes two main activities for both the Current Systems and Future Systems: (A) Monitoring and Preventative Maintenance; and (B) Corrective Maintenance.

A. Monitoring and Preventative Maintenance

Below is an outline of the requested scope of work for Monitoring and Preventative Maintenance services. As set forth in **Attachment G** (the Price Proposal), Proposers should submit (1) **a fixed price amount (in $/year)** for these Monitoring and Preventative Maintenance services for the Current Systems; and (2) **a cost-per kW-dc** for these Monitoring and Preventative Maintenance services for the Future Systems.

These Monitoring and Preventative Maintenance services shall include:

1. Remote System Monitoring
    a. Set up & manage a remote monitoring alert system.

b. Remote operation and performance monitoring.

c. Site-specific alert notifications as any occur.

d. Identification of problems and notification to system owners.

2. Annual Inspection

a. Visually inspect arrays, panel mounting, wiring, combiner boxes, sub combiner boxes, and disconnect switches

b. Visually inspect combiner boxes, sub combiner boxes, and disconnect switch panels.

c. Inverter servicing of all internal components per manufacturer's guidelines.

d. Clean inverter air intake and vent ducts.

e. Clean and remove dust from inverter heat sinks.

f. Record all inverter fault codes and process as necessary.

g. Re-torque inverter lugs, per manufacturer recommended specifications.

h. Inspect data acquisition systems, and maintain all meters, sensors, and communications.

i. Perform string testing

j. Inspection of all outdoor combiner and junction boxes for water and debris.

k. Testing of all overcurrent-protective devices and disconnects.

l. Test all switches & communications connectivity.

m. Identify security issues, damaged, and aging equipment.

n. Visually inspect array racking components.

o. Visually inspect racking hardware and components for abnormal wear or excessive corrosion.

p. Visually inspect ballast blocks, and identify any that are in need of replacement.

q. Inspection of ground mounts, visual inspection of structural footings, check for abnormal wear and physical damage.

r. Inspection of exposed array wiring.

s. DC wiring not installed in a raceway will be inspected for chafing, deterioration, and proper MC connections.

t. Random testing on PV array connections.

u. Recommendation of any immediate action required

3. Reports

    a. Annual

        i. Report all O&M activity on an annual basis. The report shall include all findings and recommendations for improvements.

        ii. Provide an account of the cause of any system unavailability that occurred.

        iii. A non-conforming report will be created for all anomalies found during testing and inspection, and will include any code violations and suggested actions for repair.

        iv. An annual report will be delivered with a detailed summary of system performance and energy output.

    b. Quarterly

        i. Report quarterly production values and compare against expected production.

        ii. Identify any deviations from expected production and potential cause.

        iii. Summarize any corrective actions performed or recommended.

4. Warranty Administration

    a. Coordinate warranty repairs with vendors and alert the proper channels to ensure quick repair.

    b. Inventory and spare parts management.

B. Corrective Maintenance

The section below outlines additional services for Corrective Maintenance for Current Systems and Future Systems. This work is deemed necessary when the Remote System Monitoring and/or Annual Inspection identifies a production or operational issue on the site, or when other on-site work outside of the annual preventative maintenance visit is required.

As set forth in the Price Proposal in **Attachment G**, Proposers should submit hourly labor rates, travel costs, and agree to the City's fixed materials/equipment markup, for these Corrective Maintenance services for Current Systems and Future Systems.

These Corrective Maintenance services shall include:

1. Alarms requiring site visits.
2. Replacement of any system component that fails, including but not limited to modules, wiring, combiners, inverters, disconnects, data acquisition, and sensing equipment as needed.
3. Requests from City personnel to inspect or repair any issues observed visually.
4. Automatic Dispatch service technicians within 3 business days of each inverter outage.
5. Proposers shall agree to the following markups for incurred costs as part of Corrective Maintenance activities: taxes, permits, materials, freight, equipment rental, and subcontractor services. An outline of costs must be provided to the City for their approval before any Corrective Maintenance work can be performed.

PROPOSAL REQUIREMENTS

Pricing:

Proposers shall submit pricing for Monitoring and Preventative Maintenance services and Corrective Maintenance services using **Attachment G**.

A. Monitoring and Preventative Maintenance

1. Current Systems
    a. Pricing is to be submitted as a fixed annual price for these Monitoring and Preventative Maintenance services. The pricing shall be offered for both 1-year and 5-year contract options.
2. Future Systems
    a. Pricing is to be submitted as a price per kW-dc (kilowatt-direct current) per year. The pricing shall be offered for one year with extension options.

B. Corrective Maintenance

1. Small corrective maintenance activities for Current Systems and Future Systems

a. For any corrective maintenance activity with an anticipated cost below $5,000; proposers shall include hourly rates for electricians, technicians, engineers, and administration, and cost per mile for travel.

    i. As outlined in **Attachment G**, nights and weekends will be considered overtime and can be billed at 1.5x the proposed hourly rate. The City's Written approval must be obtained before commencing any overtime work.

b. Proposers agree to the fixed mark-ups for materials, delivery, rental equipment, and subcontractor services outlined in **Attachment G**.

c. The awarded O&M Service Provider must provide an estimate of the scope, timing, hours, labor, materials, and total cost of the small corrective maintenance activities, which shall be submitted for the City's review and approval before commencing work.

2. Large corrective maintenance activities

    a. For any corrective maintenance activity with an anticipated cost exceeding $5,000; the awarded O&M Service Provider shall provide a lump sum, fixed-cost estimate itemizing all labor, materials, equipment, subcontractors, and applicable mark-ups. The estimate shall also include a proposed schedule and timing for the large corrective maintenance activities.

    b. Such estimates shall be submitted for the City's review and approval before commencing work.

WATERBURY
PUBLIC SCHOOLS

#11

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

EXECUTIVE SUMMARY

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

DATE: March 26, 2026

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Services Agreement (RFP#8592) for Chemical Water Treatment with Clearwater Industries, Incorporated

The Education Department respectfully requests your review and approval of a services agreement (RFP#8592) with Clearwater Industries, Inc.

The Department seeks to enter into an agreement with Clearwater Industries for chemical water treatment of boilers, cooling towers, and open and closed loop systems at the following 28 schools:

Bergin Complex	Duggan	Laural Hill	Tinker
Bucks Hill	Enlightenment	Maloney	Walsh
Bunker Hill	Generali	Reed	Washington
Carrington	Gilmartin	Regan	Wtby Arts
Chase	Hopeville	Rotella	Wtby Career Academy
W. Cross	Kennedy	Sprague	West Side
Driggs	Kingsbury	State Street	Wilson

The contractor shall provide one (1) site visit per month at each location, one (1) cooling tower cleaning per year at Bergin and Laural Hill Complexes and West Side Middle School, and two (2) Legionella testing during the Summer for all other City schools listed.

The total agreement amount is $203,490 over a five-year period (Years 1-3 = $38,000 per year; Years 4-5 = $39,900 per year), which includes $9,690 for owner controlled contingency. These services will be financed through the General Fund. The contract term is for five years from the City's written Notice to Proceed.

A representative from the Education Department will be present at your upcoming meeting to address any questions you may have. Thank you for your consideration.

c: Michal Konopka, Jerry Gay

SERVICES AGREEMENT
RFP No. 8592
For
Chemical Water Treatment
between
The City of Waterbury, Connecticut
and
CLEARWATER INDUSTRIES, INC.

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and CLEARWATER INDUSTRIES, INC., located at 415 Bridgeport Ave, Shelton, CT 06484, a State of Connecticut duly registered domestic corporation (the "Contractor"). The City and the Contractor are jointly referred to as the "Parties" to this Agreement.

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 8592** for Chemical Water Treatment; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8592**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of, and Contractor shall provide, Chemical Water Treatment for boilers, cooling towers and open and closed loop systems at various City schools as listed herein as **Attachment A**. The project further consists of, and the Contractor shall provide, one (1) site visit per month at each location included in this Contract as listed in **Attachment A**; one (1) cooling tower cleaning per year for Crosby/Wallace Complex, Laurel Hills Complex and West Side Middle School; two

(2) Legionalle testing during the summer for other City schools; and Contractor shall provide all other services, materials and equipment as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City of Waterbury RFP No. **8592** (acknowledged as having been received and incorporated by reference);
1.1.2 Addendum #1 to RFP No. **8592, dated December 16, 2025, and consisting of 1 page (**attached hereto);
1.1.3 Addendum #2 to RFP No. **8592, dated January 13, 2026, and consisting of 1 page (**attached hereto);
1.1.4 Contractor's Response to RFP No. **8592**, consisting of 89 pages (incorporate by reference), and Contractor's Price Proposal dated February 11, 2026 and consisting of 4 pages (incorporated by reference);
1.1.5 Contractor's revised Price Proposal, dated February 26, 2026, consisting of 15 pages (attached hereto);
1.1.6 **Attachment F - RFP No. 8592 Scope of Services** consisting of 7 pages, and **Exhibit A** thereto, consisting of 2 pages (attached hereto);
1.1.7 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.8 City Contract Compliance Documents, incorporated herein by reference;
1.1.9 Certificates of Insurance, incorporated herein by reference;
1.1.10 Licenses, incorporated herein by reference;
1.1.11 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Addendums to RFP No. **8592**
1.2.5 City of Waterbury RFP No. **8592**
1.2.6 Contractor's revised Price Proposal, dated February 26, 2026.
1.2.7 RFP No. **8592** documents not included above in 1.2.1-1-2.6

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

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

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

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

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

3.3. Cleaning Up. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge

the cost to the Contractor.

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

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

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

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

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

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

3.7.3. it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

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

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

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

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's using agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

4. Responsibilities of the City. Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is

necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

5. Contract Time. The Contractor shall complete all work and services required under this Contract **within five (5) years of the City's written Notice to Proceed** (the "Contract Time").

5.1. Time is and shall be of the essence for any Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

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

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed **TWO HUNDRED THREE THOUSAND FOUR HUNDRED NINETY DOLLARS AND ZERO CENTS ($203,490.00)** for the entire term of this Agreement in accordance with Contractor's revised Price Proposal , dated February 26, 2026, consisting of 15 pages, attached hereto an incorporated herein, which is summarized below:

Year 1 - $38,000.00
Year 2 - $38,000.00
Year 3 - $38,000.00
Year 4 - $39,900.00
Year 5 - $39.900.00
$193,800.00

And, an Owner Controlled Contingency Allowance ("OCCA") of $9,690.00 only to be used with the prior written approval of the Education Department School Inspector, or his designee. Any unused OCCA remaining at termination of this Contract shall revert back to the City.

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

City.

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8592** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

6.6. Liens. Neither the 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, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

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

9. Contractor's Insurance.

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

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

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

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

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

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

9.4.3. Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limits

9.4.4. Excess/Umbrella Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate

9.4.5. 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

9.4.6. Professional Liability/E&O
$1,000,000.00 each Wrongful Act
$1,000,000.00 Aggregate

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

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

9.7. Certificates of Insurance: The Contractor's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as

supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

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

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

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

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

12. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. Part 75, §§75.1 – 75.33 (formerly 24 C.F.R. Part 135, §135.38) may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other

economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

12.3. The 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.

12.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The 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 75.

12.5. 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 75.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the

provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

13.4.3. Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. The 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 the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. 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.

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

20. Interest of Contractor. The Contractor covenants that it presently has no interest and

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3. the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are, **(i)** the City's aforementioned **RFP No. 8592** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8592.**

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that 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.

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the 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: CLEARWATER INDUSTRIES, INC.
415 Bridgeport Ave.
Shelton, CT 06484

City: The City of Waterbury
Department of Education
School Inspector's Office
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

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

associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

32.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter

and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

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

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all

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

[Signature page follows]

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CLEARWATER INDUSTRIES, INC.

By:_____

Print name:_____
Its:_____

Date:_____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City of Waterbury RFP No. **8592,** (acknowledged as having been received and incorporated by reference);

1.1.2 Addendum #1 to RFP No. **8592, dated December 16, 2025, and consisting of 1 page (**attached hereto);

1.1.3 Addendum #2 to RFP No. **8592, dated January 13, 2026, and consisting of 1 page (**attached hereto);

1.1.4 Contractor's Response to RFP No. **8592**, consisting of 89 pages (incorporate by reference), and Contractor's Price Proposal dated February 11, 2026 and consisting of 4 pages (incorporated by reference);

1.1.5 Contractor's revised Price Proposal, dated February 26, 2026, consisting of 15 pages (attached hereto);

1.1.6 **Attachment F - RFP No. 8592 Scope of Services** consisting of 7 pages, and **Exhibit A** thereto, consisting of 2 pages, (attached hereto);

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

1.1.8 City Contract Compliance Documents, incorporated herein by reference;

1.1.9 Certificates of Insurance, incorporated herein by reference;

1.1.10 Licenses, incorporated herein by reference;

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

December 16, 2025

RFP 8592 Chemical Water Treatment

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFP #8592**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

There will be a rescheduled MANDATORY Information Session on January 8, 2026 at 9:00, starting at Rotella Interdistrict Magnet School, 380 Pierpont Rd, Waterbury CT. Meeting will continue to Crosby High School.

The deadline to ask questions is now January 13, 2026 at 2:00PM.

Answers to questions will be posted by 2:00PM on January 16, 2026.

The due date to submit proposals has been extended to January 22, 2026, 11:00AM.

NOTE: Each Proposal over $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of ten (10) percent of the Total Proposal Price.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

January 13, 2026

RFP 8592 Chemical Water Treatment

Please Be Advised:

1. All Proposers are hereby notified that this Addendum No. 2 shall be part of the Contract Documents for the above referenced **RFP #8592**.
2. This Addendum amends or supplements the RFP Documents. All provisions which are not so amended or supplemented remain in full force and effect.
3. Each Proposer shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form (see Attachment C). Failure to do so may subject the Proposer to disqualification.

The Contract Documents are hereby amended as follows:

There will be a rescheduled MANDATORY Information Session on January 27, 2026 at 9:00, starting at Rotella Interdistrict Magnet School, 380 Pierpont Rd, Waterbury CT. Meeting will continue to Crosby High School.

The deadline to ask questions is now January 30, 2026 at 2:00PM.

Answers to questions will be posted by 2:00PM on February 6, 2026.

The due date to submit proposals has been extended to February 12, 2026, 11:00AM.

NOTE: Each Proposal over $50,000.00 submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of ten (10) percent of the Total Proposal Price.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

REQUEST FOR PROPOSAL #8592
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
CHEMICAL WATER TREATMENT

ATTACHMENT E
Price Proposal

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

Date: 2/26/2026

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,

ClearWater Industries
(Print or Type Company/Corporate Name)

415 Bridgeport Avenue
(Print or Type Business Address)
Shelton, CT 06484

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

[Proposal continued on following page(s)]

School Name	Year 1	Year 2	Year 3
Bergin Complex Crosby/Wallace	$ 7,500.00	$ 7500.00	$ 7,500.00
Bucks Hill	$ 500.00	$ 500.00	$ 500.00
Bunker Hill	$ 500.00	$ 500.00	$ 500.00
Carrington	$ 1,500.00	$ 1,500.00	$ 1,500.00
Chase	$ 500.00	$ 500.00	$ 500.00
Driggs	$ 1,500.00	$ 1,500.00	$ 1,500.00
Duggan	$ 500.00	$ 500.00	$ 500.00
Enlightment	$ 500.00	$ 500.00	$ 500.00
Generali	$ 1,500.00	$ 1,500.00	$ 1,500.00
Gilmartin	$ 500.00	$ 500.00	$ 500.00
Hopeville	$ 1,500.00	$ 1,500.00	$ 1,500.00
Jonathan Reed	$ 1,500.00	$ 1,500.00	$ 1,500.00
Kennedy	$ 1,500.00	$ 1,500.00	$ 1,500.00
Kingsbury	$ 500.00	$ 500.00	$ 500.00
Laurel Hills Complex (Wilby/NEMS)	$ 7,000.00	$ 7,000.00	$ 7,000.00
Maloney	$ 1,500.00	$ 1,500.00	$ 1,500.00
Regan	$ 500.00	$ 500.00	$ 500.00
Rotella	$ 1,500.00	$ 1,500.00	$ 1,500.00
Sprague	$ 500.00	$ 500.00	$ 500.00
State Street	$ 500.00	$ 500.00	$ 500.00
Tinker	$ 500.00	$ 500.00	$ 500.00
Walsh	$ 500.00	$ 500.00	$ 500.00
Washington	$ 500.00	$ 500.00	$ 500.00
WAMS	$ 500.00	$ 500.00	$ 500.00
Waterbury Career Academy	$ 1,500.00	$ 1,500.00	$ 1,500.00
Wendell Cross	$ 500.00	$ 500.00	$ 500.00
West Side Middle School	$ 2,000.00	$ 2,000.00	$ 2,000.00
Wilson	$ 500.00	$ 500.00	$ 500.00
TOTAL	$ 38,000.00	$ 38,000.00	$ 38,000.00
GRAND TOTAL	$ 114,000.000		

Feed Pump and Feed Controllers Pricing

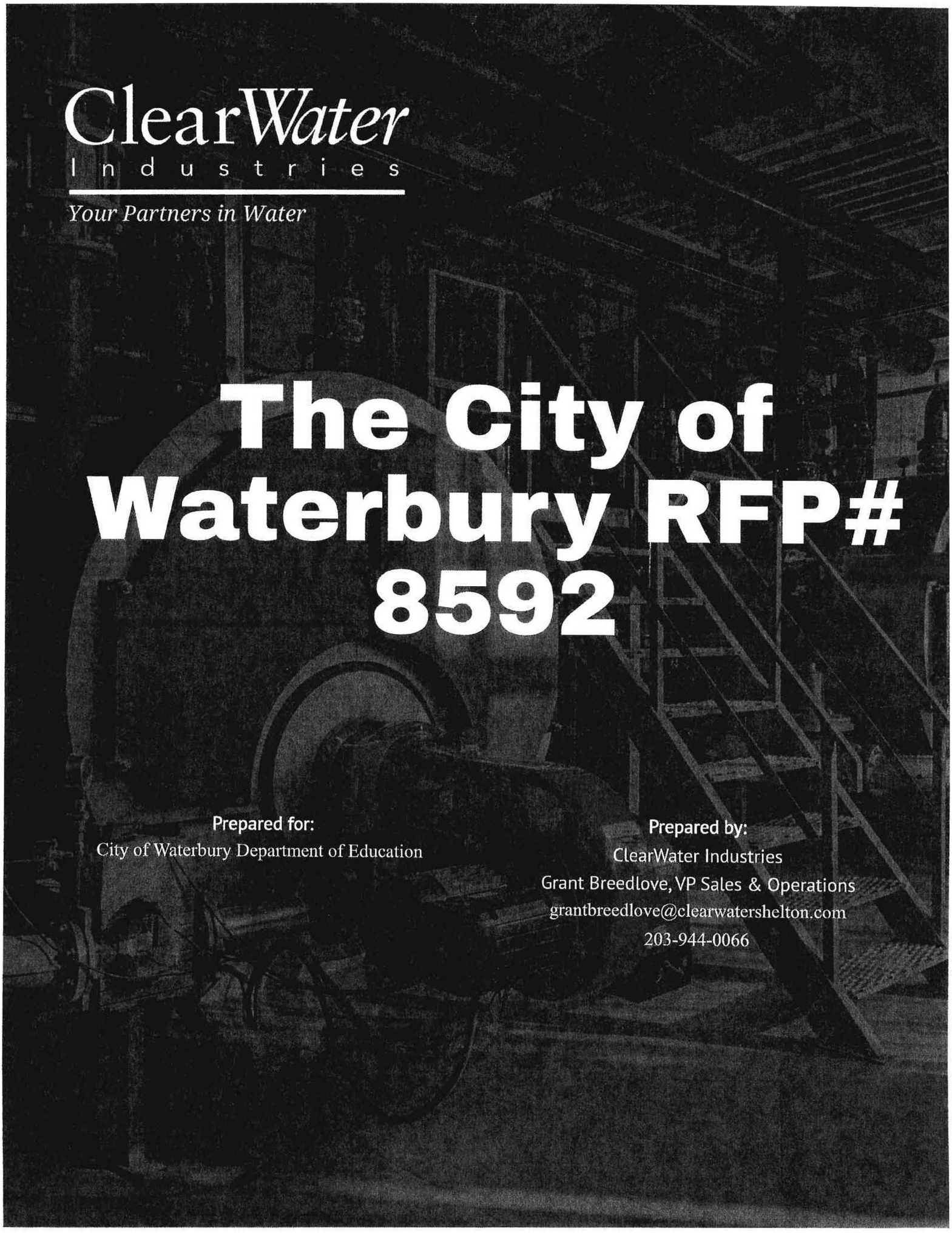
Replacement of Feed Pumps (as needed)
Model A151-828NI serial# 11083233113-4 or approved equivalent

$ 425.00 /ea.

Replacement of Chemical Feed Controllers (as needed)
Model LMI DC4500 or approved equivalent

$ 1,420.00 /ea.

	Optional	
School Name	**Year 4**	**Year 5**
Bergin Complex Crosby/Wallace	$ 7,875.00	$ 7,875.00
Bucks Hill	$ 525.00	$ 525.00
Bunker Hill	$ 525.00	$ 525.00
Carrington	$ 1,575.00	$ 1,575.00
Chase	$ 525.00	$ 525.00
Driggs	$ 1,575.00	$ 1,575.00
Duggan	$ 525.00	$ 525.00
Enlightment	$ 525.00	$ 525.00
Generali	$ 1,575.00	$ 1,575.00
Gilmartin	$ 525.00	$ 525.00
Hopeville	$ 1,575.00	$ 1,575.00
Jonathan Reed	$ 1,575.00	$ 1,575.00
Kennedy	$ 1,575.00	$ 1,575.00
Kingsbury	$ 525.00	$ 525.00
Laurel Hills Complex (Wilby/NEMS)	$ 7,350.00	$ 7350.00
Maloney	$ 1,575.00	$ 1,575.00
Regan	$ 525.00	$ 525.00
Rotella	$ 1,575.00	$ 1,575.00
Sprague	$ 525.00	$ 525.00
State Street	$ 525.00	$ 525.00
Tinker	$ 525.00	$ 525.00
Walsh	$ 525.00	$ 525.00
Washington	$ 525.00	$ 525.00
WAMS	$ 525.00	$ 525.00
Waterbury Career Academy	$ 1,575.00	$ 1,575.00
Wendell Cross	$ 525.00	$ 525.00
West Side Middle School	$ 2,100.00	$ 2,100.00
Wilson	$ 525.00	$ 525.00
TOTAL	$ 39,900.00	$ 39,900.00



ClearWater
Industries

Your Partners in Water

The City of Waterbury RFP# 8592

Prepared for:
City of Waterbury Department of Education

Prepared by:
ClearWater Industries
Grant Breedlove, VP Sales & Operations
grantbreedlove@clearwatershelton.com
203-944-0066

INTRODUCTION

The strengths of ClearWater Industries, Inc. Water Management Programs lie within the integration of system mechanics, operational efficiency, best available application, product technology, and service.

ClearWater Industries offers chemicals for the treatment of cooling towers, boilers, fuel oil, water purification, and wastewater systems: all while performing related engineering and chemical consultations. Our product line offering includes environmentally safe corrosion inhibitors, specialty microbicides, best in class scale inhibitors, closed system treatments, dispersants, and polymers for water treatment clarification.

The majority of products available through ClearWater are proprietary and are drawn from the latest and most advanced technology. ClearWater Industries formulates custom blends for the customer's specific needs.

ClearWater Industries has access to a complete and modern laboratory to offer additional backup and support for the field service engineer. Laboratory testing of all pertinent water samples is routinely conducted on-site, and a written report is submitted to plant personnel. Laboratory results are used as confirmation of on-site field testing and become the basis for system and treatment adjustments, along with as needed problem-solving projects. Further laboratory testing of corrosion specimens, deposits analysis, microbiological toxicant evaluation, and plant inspections of all related systems equipment, are only part of the world class service supplied by ClearWater Industries, Inc.

ClearWater Industries' commitment to you is to consistently supply superior products, technology and service for maximum operational efficiency and cost-effective performance.

Qualifications: City of Waterbury Department of Education Chemical Water Treatment
ClearWater Industries possesses both the experience and expertise to fulfil all the requirements presented in the RFP.
We are well prepared and qualified to take on the requirements found within the RFP for Waterbury Schools.
We have an extensive list of CT State school systems we presently service, including, but not limited to,

1. City of Hartford Schools
2. City of Bridgeport Schools
3. City of Stamford Schools
4. City of East Hartford Schools
5. Greenwich Schools

ClearWater Industries follows all federal, state and city law requirements.
We are a state registered business and have been operating as a Water Treatment Company since May of 1992.
The bid specification is very specific and follows all industry guidelines and requirements. ClearWater Industries has reviewed all these specifications and will meet or exceed these expectations. Water Treatment is paramount in sustaining a preventative maintenance program. As a company we are uniquely geared to follow through with our commitments.

ClearWater Industries
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E: contact_us@clearwatershelton.com

PROPOSED PROGRAM

ClearWater Industries will provide the following chemical formulations and service program based on the Make Up quality, system mechanics, and operational requirements. Product formulations may change as technology improves or as site conditions require.

Cooling Towers

PRECISION 1175

This product was developed as a low phosphate, low zinc alternative for moderately corrosive waters. This formula is anchored by a patented TKPP/Zinc material and contains phosphonate, polymer, and azole and a PTSA tracer for ease of testing. The TKPP/Zinc component is stabilized and will not readily precipitate Zinc in the bulk water. This product is designed to provide steel corrosion protection and scale control for systems operating at lower LSI conditions. A synergistic blend of azoles will provide effective protection of copper metallurgies. PTSA is a fluorescent material and can be measured using a fluorometer. Both handheld and inline probes are available to measure presence of PTSA.

STABROM 909

This is a unique stabilized liquid bromine-based microbicide for use in once-through industrial cooling water systems, open recirculating cooling tower and evaporative condenser water systems, decorative fountains, industrial air scrubbers, pulp and paper mill systems and wastewater systems. The product can be applied as a stand-alone biocide program but is typically applied in combination with a bio dispersant or intermittent feed of a non-oxidizing microbicide.

PREVENTOL D7 CF

This is a high performance, broad-spectrum non-oxidizing biocide for use in open recirculating and closed loop cooling water systems and industrial air-washers. PREVENTOL D7 CF is effective in a broad pH range (6.0-9.0) and will control a wide variety of slime forming bacteria and fungi typically found in these systems. Additional benefits include low foaming tendency, quick kill capability and ease of decontamination.

ClearWater Industries recommends a layup treatment application for off season protection of system metallurgy from corrosion and chip scale that will decrease system lifespan and efficiency. The product is a vapor phase corrosion protection lay-up treatment fed directly into each cooling tower system. This must be allowed to circulate for 8-24 hours.

FORMULA 1982

This is a vapor phase corrosion inhibitor (VpCI) formulation, packaged in a convenient liquid form and is used for seasonal or long-term lay-up of cooling and process water systems. This liquid formulation is free of phosphates, heavy metal, nitrite, and sulfite. Cooling Lay-up 1982 is specifically designed to be recirculated in the cooling loop or process water loop and will protect the entire system, whether laid-up

flooded or drained, for up to two years. The VpCIs vaporize from the liquid lay-up solution into the system's air space ensuring metal protection in the vapor phase, liquid phase and at the vapor/liquid.

Steam Boilers

FORMULA 1230

This is a buffered nitrite corrosion inhibitor designed specifically for the treatment of low pressure, steam heating boilers operating with very low makeup water requirements and for hot water heating systems not constructed with copper metallurgies. In addition to nitrite, the product contains a blend of organo phosphorous compounds, and a multifunctional polyacrylic polymer proven more effective against iron oxide sludges than most dispersants. It is not approved for FDA or USDA application.

Hot, Chilled Water Loops

FORMULA 1200

This formula is a highly concentrated liquid blend of alkaline buffers, nitrate, and an azole yellow metal corrosion inhibitor. It is specifically formulated for the treatment of closed recirculating water systems constructed of multiple metallurgies. The product is used in both low and high temperature systems as well as low pressure boiler systems with limited makeup water. It may be used with either hard or soft water makeup and is compatible with glycol antifreezes.

Glycol:

All glycol loops will be tested for percentage (freeze protection), reserve alkalinity and pH (corrosion protection). If any school requires glycol, a separate quote will be generated. This includes the geothermal well located at 175 Birch Street in Waterbury.

SERVICE PROGRAM & COMMITMENT

Our commitment to technical backup and service support are the key factors that ensure the success of the **ClearWater Industries Water Management Program**.

The service program is totally inclusive, addressing every aspect of water chemistry and ancillary mechanical systems, and is provided at no additional cost.

SERVICE PROGRAM INCLUDES:

- Ensure proper start-up including calibration of all instrumentation and metering pumps.
- Provide complete monthly service including analytical testing of all systems, calibration of control equipment, and meeting with operating personnel to address any problems or concerns as they relate to water treatment.
- Coupon analysis quarterly, or TBD, where applicable (pricing to be provided where coupon racks are not present or require replacement).
- Confirm each service visit in writing with all test results and recommendations recorded in a **ClearWater Industries Management Report within 5 days of visit.**
- Email service reports following each visit.
- Legionella sample w/report by CDC Elite Laboratory. Protocol in place for remediation per ASHRAE and CDC guidelines.
- Collect water samples as needed for analysis by our Morgantown, Pennsylvania laboratory.
- Perform deposit analysis when required, providing written findings with cause and recommendations.
- Meet with management on a quarterly basis to review the overall water management program.
- Annual summary report to be provided per Section C. SOW.

Licenses and Certifications

ClearWater Industries is a registered Pesticide Business in the State of Connecticut. All our Sales Engineers and Techs hold 7i Supervisory Commercial and Junior Operator License which are required by DEEP (Department of Energy and Environmental Protection) to deliver and apply biocides. Commercial Pesticide Application Business # **PMBR.01017**

7i Commercial Supervisory License Numbers:

· Arthur Dugas:**S-6533**
· Grant Breedlove: **S-6894**
· Thomas Liquori: **S-3154**
· Alan Bader: **S-3113**

SERVICE PROGRAM & COMMITMENT

ClearWater Industries benefits added services:

ClearWater Industries will follow all specifications noted in Section C. Scope of Services.

Remove all empty drums from former vendor at each school

Initiate a bulk delivery system regiment. This eliminates drums on-site and includes Osha approved secondary containment

The initial cleanup and equipment overhaul will occur prior to our start up. All the chemical feed areas are a disaster and can pose a hazardous safety issue (Water Treatment vendors responsibility).

Service will be performed monthly and documented reports will follow to ensure that we are following the contract instructions.

All towers will be set up with a secondary biocide

Legionella testing will be done twice per summer season on the operating tower system.

A clear and concise response will be laid out if a positive reading is detected (Legionella protocol).

ClearWater Industries will adopt our team approach to servicing the school portfolio to ensure all the schools are serviced monthly

We will partner with Waterbury Schools personnel and foster a line of communication where we can share our findings and discuss any concerns

ClearWater Industries has extensive experience with larger CT State school systems and works well within the maintenance framework.

All the chemical workstations will be maintained in a neat and orderly manner.

ClearWater Industries is the current water treatment service provider for Waterbury City Hall. Our main POC is Lenny Calo. lcalo@waterburyct.org 203-232-9080

ClearWater Industries works with the City of Waterbury servicing the Tower Hall and another city building. We have an excellent working relationship with Sarracco Mechanical https://www.sarracco.com/ and can advocate for the city with them if needed.

Art Dugas – Head Technician

Senior District Manager:

Arthur Dugas will oversee all aspects of service and communication for your account. Arthur is a Senior District Manager with 25 years of Industrial Water Treatment Experience. He holds both the DEEP CT 7i and DEC NY 7g Cooling Water Pesticide Applicator License required by DEEP & DEC. He has received training by industrial water treatment organizations such as AWT (Association of Water Technologist).

Mike Forth – Site Service Technician. 5 years Industry Experience. DEEP Pesticide Operator License.

Andrew Flournoy – Back-up Site Service Technician. 8 years Industry Experience. DEEP Pesticide Operator License

FINDINGS & RECOMMENDATIONS

ClearWater Industries has identified the following opportunities for improvement within the current water management program:

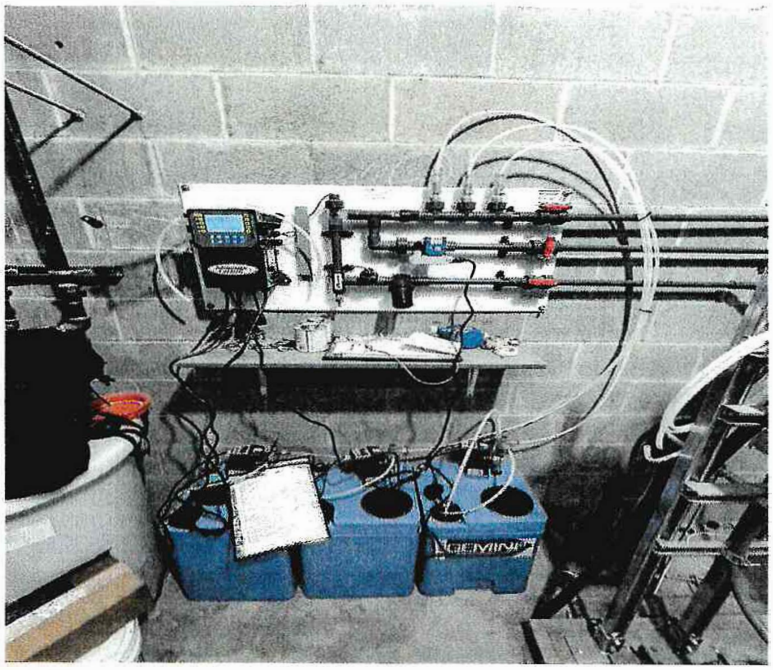
- ClearWater Industries provide and set up new secondary bulk tanks for steam and cooling tower chemical feed where there is lack of secondary containment or the current requires replacment

ClearWater Industries will assist in implementing these recommendations and provide installation guidance or equipment setup as part of this proposal. Se below examples.

Example of Easy Fill Approach Secondary Double Wall Containment 40-Gal Tanks Cooling Tower Chemical Feed



Example of Easy Fill Approach Secondary Double Wall Containment 10-GalTanks Cooling Tower Chemical Feed



Example of Easy Fill Approach Secondary Double Wall Containment Tanks Steam Boiler Chemical Feed



ClearWater Industries

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CHEMICAL HANDLING SYSTEMS: THE EASY FILL APPROACH

EASY FILL is a **Clearwater Industries** innovative mini bulk delivery system designed to eliminate the problems associated with the handling of drums. Our experience with these systems has proven their flexibility and safety in many boiler and cooling water treatment applications. The system has the following features:

- Corrosion resistant, high impact, extra heavy cross-linked polyethylene storage tanks properly sized from 10 - 165 gallons.
- Chemical metering from negative suction to eliminate leakage from tank fittings.
- Easily automated to feed product with a variety of popular cooling water controllers
- Built in secondary containment for safe chemical storage.

PROVIDING THESE BENEFITS:

- Complete elimination of drum handling, including receiving, storage, and most important,
- **disposal.**
- Improved operator safety by isolating your personnel from chemical contact.
- Automatic deliveries mean no excess drum inventory and better space utilization.

Plus, you have the benefit of doing business with a company employing its own drivers who are trained in our systems and have on-board capability to deal with minor maintenance problems such as tubing leaks or inoperative pumps. For any other problems such as control instrumentation repair, you can rely on service within 24 hours or same-day emergency service from our trained service crew. From major external treatment installations to control problems - **Clearwater Industries** can manage it all.

Note: When existing chemical is used up, ClearWater Industries will provide new secondary containment tanks for cooling towers and steam boiler chemical feed where there is a lack of proper containment (see pictures above). ClearWater will set up and install pumps on tanks. All current chemical feed and control equipment will be used. City of Waterbury School personnel own all current chemical feed equipment and will provide maintenance with guidance from ClearWater personnel. Any new chemical feed/control equipment that needs to be replaced in the future will require purchase by customer.

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COOLING TOWER CLEANING AND DISINFECTION

Off-Line Cleaning & Disinfection of Cooling Towers – Scope of Work

Description: ClearWater Industries' procedure for cleaning and disinfection of cooling water systems is based on industry best practice. This practice is recommended once a year for systems operated seasonally and twice a year for systems operated year-round. ClearWater Industries will provide all chemicals, equipment, and labor necessary to complete the cleaning and disinfection. ClearWater Industries reserves the right to make modifications to the cleaning and disinfection protocol based on site, system, or regulatory requirements.

Health and Safety: ClearWater Industries technicians follow the necessary OSHA guidelines in proper use of personal protective equipment such as for fall protection, confined space entry, lock-out-tag-out (LOTO), and respiratory protection. All ClearWater Industries technicians are OSHA 30 trained with confined space training as well as respirator training.

General Off-line Cleaning & Disinfection Process: The following highlights the general approach for an off-line clean and disinfection of cooling water systems. Certain modifications may be required depending on system access, design, operation, or the like. All stages in the clean and disinfection process shall require assistance from the Customer such as the operation engineer who is familiar with the system.

Step 1: Pre-Clean Disinfection for the reduction of biological contaminants

1) The system will be disinfected using an oxidizing biocide such as chlorine or an equivalent chemistry. System must be full and ready to circulate for this to be completed. Seasonal systems that have been drained can be sanitized after mechanical cleaning.

2) A dispersant will be added to help remove organic deposits and enhance disinfection.

Step 2: Mechanical cleaning for removal of contaminants

1) Each system cell and/or sump will be isolated and drained for mechanical cleaning.

2) Each system cell will be pressure washed internal and externally, as is accessible to remove deposits. Excessive scale remediation is a separate SOW.

3) Special care will be taken to remove deposits without damaging the fill pack.

4) Deposits, including the sump if included in the scope, will be removed for disposal. The customer shall assist with disposal in the appropriate dumpsters or equivalent.

Step 3: Post-clean disinfection for the reduction of biological contaminants:

1) The system will be disinfected using an oxidizing biocide such as chlorine or an equivalent chemistry. The system needs to be filled on the same day for this to occur. If it is not, chemistry can be left to be applied by the customer

06-1344091
Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name

Clear Water Industries
Company Name

Corporate Officer
(if applicable)

By: President
(Title)

415 Bridgeport Ave
(Business Address)

Shelton, CT 06484
(City, State, Zip Code)

Date: 2/26/26

Email: grantbreed@clearwatershelton.com

END OF ATTACHMENT E

REQUEST FOR PROPOSAL #8592
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
CHEMICAL WATER TREATMENT

Attachment F. – Scope of Services

The selected vendor for chemical treatment system services (hereinafter "Consultant", also referred to in the corresponding Contract as "Contractor") shall provide:

One (1) site visit per month at each location included in this contract, as provided in Exhibit A – School Testing Locations, attached hereto, and incorporated herein.

- **1 cooling tower cleaning per year for Crosby/Wallace Complex, Laurel Hills Complex and West Side Middle School**
- **Legionella Testing: all schools (except for the previously mentioned 3 schools) twice annually during the period May 31st-August 31st. ASHRAE 188 standard**
- **All chemical compounds and formulations proposed and prescribed for the cleaning and treatment of HVAC water systems must meet the following specified criteria:**
- **Products that are ecologically safe so that any discharge will not create an environmental impact. All chemicals and formulations must comply with all pertinent Federal, State and Local Environmental protection regulations and be free of compounds listed by the US EPA on the Priority Pollutant List as defined by 40 CFR Part 423 Appendix A**
- **Products that are institutionally and toxicologically safe, so as to minimize personnel and equipment exposure to hazardous conditions**
- **Every effort must be made to maintain uniformity in chemical formulation to insure a line of operational continuity.**

Cooling Tower Water (Open Loops)

Performance Criteria

1. No more than one annual cooling tower sump cleaning.
2. No scaling or biofouling in any part of the cooling water system including the chiller condensers.
3. MB levels ≤80,000 cfu/mL (colony forming units per milliliter) at all times and no accumulation of biomass on tower fill, basin, drift eliminators, structural elements and hot basin distribution components.
4. General system corrosion not to exceed 2.0 mpy for mild steel and 0.25 mpy for yellow metals.
5. No localized corrosion in excess of the general system corrosion.
6. Cooling towers should be able to run at the designed capacity at any time. All tower cells are to be available for operation without downtime attributable to inadequate performance of the chemical treatment program.

7. Cooling towers should run at maximum cycles of concentration, as allowed by raw water makeup LSI and RSI

8. There will be no excessive foaming at the cooling towers. (i.e.: no foaming over the sump walls)

9. Treatment provider shall NOT specify or employ non-chemical treatment technologies. Such products will not be acceptable as supplementary or primary treatment; these include but are not limited to:

- Permanent magnet field generators
- Induced electromagnetic field generators
- Electrostatic field generators
- Ozone generators
- Hydrodynamic cavitation inducers

10. All chemical treatment products delivered and deployed at any City of Waterbury facility under this contract shall be accompanied by manufacturer's approved MSD documentation. The following table shall be utilized to indicate control range of recirculated water chemistry:

CONTROLLED PARAMETER	**CONTROL RANGES / NARRATIVE**
pH	7.6 - 8.9
Cycles of Concentration (CoC)	≥ 2 – 7 (*high limit, based on makeup water LSI, RSI*)
Chloride as Cl^- (ppm)	10 -100
M Alkalinity (as $CaCO_3$), ppm	80 - 400
Chemical O_2 Demand, ppm	≤ 100
Magnesium (as $CaCO_3$), ppm	40-300
Oxidation Reduction Potential (ORP), mV	400-500
Sulfate (as SO_4^{-2}), ppm	80-400
Ammonia, ppm	≤ 20
Soluble copper, ppm	≤ 0.20

Silica (as SiO_2), ppm	20-100
RSI (Reznor Saturation Index)	7.6-6.4
LSI (Langelier Saturation Index)	0.0 -+2.5
Calcium Carbonate (*conductivity controlled*)	Blow Down + Scale Inhibitor

Treatment Program Expectations

The water treatment program will be designed by the vendor to mitigate loop fluctuations to address:

- **pH** (corrosion control)
- **Conductivity** (indicates dissolved solids)
- **Inhibitor levels** (nitrite, molybdate, azole, etc.)
- **Hardness and alkalinity**
- **Microbiological activity** (dip-slide or ATP testing for bacterial growth)
- **Iron/copper content** (signs of corrosion)

1. Quantitative methods for determining if the program objectives are being met must be provided by the vendor and approved by The City of Waterbury, Connecticut.
2. Corrosion rates to be determined and performed by an independent laboratory for all individual systems under contract. Using quarterly coupon testing with a written report submitted to the designated City of Waterbury recipient.
3. Chemical treatment program will be automated. City Operations personnel should monitor the tower, ensure equipment operation, make incremental changes based on feedback from the Consultant, and during times of "abnormal operation" follow contingency procedures developed and provided by the treatment vendor.
4. Consultant and City Operator interface in handling chemicals will be minimal. Chemical delivery systems are to be bulk where appropriate and eliminate drum and pail handling (per safety and environmental considerations
5. Consultant shall provide training to City staff that will enable The City of Waterbury personnel to execute the program effectively and perform realistic monitoring analyses. Consultant will also provide training for maintenance personnel to City of Waterbury owned chemical treatment equipment.
6. All City of Waterbury safety, environmental, and hygiene requirements will be met.
7. Quarterly review meetings must be conducted where performance data is presented by the Consultant to City of Waterbury personnel. These meetings must also address performance deficiencies, potential program modifications, special vendor needs, planning for specialized testing and operator concerns.
8. The City of Waterbury will assume responsibility for the maintenance of City of Waterbury owned chemical treatment equipment and the correct operation of all treatment equipment.

9. The Consultant is expected to examine their equipment regularly (meaning at least monthly) and to provide additional training to obviate program failures if a system failure does occur.
10. The Consultant will be required to itemize all treatment costs to the City of Waterbury.
11. The Consultant will manage chemical inventories and order supplies as necessary, at Consultant's sole cost. It will be unacceptable for the program to run short of material and jeopardize the quality of the treatment program.
12. Chemical inventory and any other treatment equipment becomes the property of City of Waterbury once it arrives and is received on site.
13. The minimum performance criteria are the minimum. It is the general expectation of the City of Waterbury that the treatment program will be proactive and focused on continuous improvement.
14. As part of the contract the Consultant will accept the performance criteria and expectations in writing.

Building Heating Hot Water/Chilled Water (Closed Loops)

Performance Criteria

1. No scaling or biofouling in any part of the cooling water system including heat exchange surfaces.
2. No localized corrosion in excess of the general system corrosion.
3. No periodic flushing and/or additional treatment chemicals to be required, beyond initial system cleaning for newly treated systems.
4. Consultant shall maintain system(s) essentially free of scale, corrosion, fouling, aerobic and anaerobic biological growth to maintain the optimum efficiency and longevity of hydronic system(s), while maintaining safe operations for both the respective City O&M personnel and the Environment. Sustain the following closed loop water chemistry characteristics, as minimum treatment performance levels*:

pH:	8.5 to 9.5
$CaCO_3$:	≤250 ppm total hardness as $CaCO_3$ (*Chilled water*)
Microbiological: (*CFU = Colony Forming Units*)	▪ Total aerobic bacteria at $<10^3$ CFU/mL ▪ Anaerobic bacteria $\leq 10^2$ CFU/mL ▪ Surface biological $< 10^6$ CFU/mL
Turbidity:	< 15 NTU (*Nephelometric Turbidity Units*)
TDS (Total Dissolved Solids)	< 3000
Free Alkalinity	≤20 ppm
Ammonia	≤5.0 ppm
Soluble Cu	≤0.20 ppm
Boron	

Corrosion Rates* (*mils per year*)	<10 ppm and 100-200 for systems operating with >25% glycols Low Carbon steel at ≤0.2mpy Copper alloys at ≤0.10 mpy Stainless Steel at <0.10 mpy Aluminum at <0.5 mpy

**Maximum corrosion rates listed are to be maintained from time of treatment system commissioning throughout the full term O&M service contract between the City of Waterbury and the Contractor, irrespective of water the chemistry parameters listed above*

Building Heating Low Pressure Steam Systems

1. No localized corrosion in excess of the general system corrosion.
2. No periodic flushing and/or additional treatment chemicals to be required, beyond initial system cleaning for newly treated systems.
3. Consultant shall maintain system(s) essentially free of scale, corrosion, fouling, to maintain the optimum efficiency and longevity of steam and condensate system(s), while maintaining safe operations for both the respective City O&M personnel and the Environment. Sustain the following feedwater water chemistry characteristics, as minimum treatment performance levels*:
   - Total Hardness 1 PPM Maximum
   - Total Alkalinity 600 PPM Maximum
   - Total Silica 150 PPM Maximum
   - Iron Content 0.1 PPM Maximum
   - pH 8.5 – 10.5
   - Total Dissolved Solids 2,200 to 2,500 PPM
   - Oxygen Content 0 PPM
   - Carbon Dioxide 0 PPM

Treatment Program Expectations

1. Consultant shall continuously document performance of all circuit systems, along with system volume, application, operating temperature, operating pressure & existing treatment specific equipment (i.e. pot feeders, make-up systems, air eliminating devices) in the most recent version of a Microsoft Excel workbook. Consultant shall provide to the City a written monthly report after each monthly visit a summary of treated loops and ways to mitigate fluctuations and shall promptly notify the City of any urgent matters..
2. Consultant shall design a treatment program that addresses treatment needs on a system specific basis, for all of the documented systems. Within seven (7) calendar days of Contract execution by the City, Consultant shall provide the City with a written operations manual stating how the Consultant will address each school.
3. Feedwater treatment products and methods shall at all times:
   - Prevent deposit formation on boiler surfaces that weaken metal and cause heat transfer losses
   - Prevent oxygen corrosion, which causes pitting of boiler tubes and rust deposits,
   - Prevent low pH (below 9 causes corrosion), and
   - Prevent steam condensate contamination.

General requirements of this RFP:

Compliance & Reporting

1. **Regulatory Compliance**
   a. All work performed under this contract shall comply with applicable Federal, State, and Local laws, including, but not limited to:
   - Connecticut Department of Public Health (DPH) drinking water and public building water system requirements.
   - Occupational Safety and Health Administration (OSHA) regulations governing chemical handling, storage, and personal protective equipment.
   - Environmental Protection Agency (EPA) requirements for chemical formulations and wastewater discharge.
   - ASHRAE Standard 188 and CDC guidelines for the control of Legionella in building water systems.

   b. Vendor shall maintain current knowledge of all applicable regulations and promptly update treatment practices to remain in compliance.
2. **Documentation and Recordkeeping**
   a. **Service Reports –** Vendor shall provide a written or electronic service report within five (5) working days after each site visit, including:
   - Date and time of visit, name of Consultant service technician.
   - Systems inspected and tested.
   - Water chemistry test results, including all controlled parameters.
   - Description and quantity of chemicals added.
   - Observed system conditions, deficiencies, or abnormalities.
   - Corrective actions taken or recommended.

   b. **Legionella Testing Reports** – Consultant shall submit laboratory-certified results within **5 business days** of sample collection. Results exceeding action levels shall be reported to the designated City of Waterbury recipient within **24 hours**, along with recommended remediation measures.
   c. **Water Quality Log –** Consultant shall maintain a cumulative on-site or cloud-based logbook containing all testing data, corrosion coupon results, chemical usage, and maintenance activities for each system.
   d. **Annual Summary Report –** Within seven (7) calendar days of the end of each contract year, Consultant shall submit a consolidated summary of all system performance data, chemical consumption, and maintenance history.

3. **Safety and Chemical Handling**
   a. All chemicals delivered to school properties shall be accompanied by **Safety Data Sheets (SDS)** in compliance with the Globally Harmonized System (GHS).
   b. Chemicals must be stored in designated locations with appropriate secondary containment, ventilation, and hazard labeling. Consultant shall coordinate with City and have the chemicals

stored in a location acceptable to the City.
c. Consultant shall ensure all personnel handling chemicals are trained in spill response and emergency procedures.
d. Consultant shall have an immediate spill response plan, including neutralization, cleanup, and disposal in accordance with local regulations. Consultant shall provide a written copy of this plan to the City within seven (7) calendar days of execution of the Contract by the City.

4. **Seasonal and Special Operations**
   a. Consultant shall provide written **start-up and shutdown procedures** for seasonal systems, including biocide shock treatment at start-up.
   b. Consultant shall develop a **standby protocol** for maintaining water quality during extended school closures (e.g., summer break or emergency shutdowns).
5. **Performance Verification and Corrective Action**
   a. All performance criteria in this document are minimum acceptable levels. Consultant shall monitor and adjust treatment programs proactively to maintain optimum system performance.
   b. If any system fails to meet the stated performance criteria, Consultant shall submit a written **Corrective Action Plan** to the City within **10 business days** of discovery.
   c. The City of Waterbury reserves the right to retain an independent laboratory or independent consultant to verify performance. Consultant shall cooperate fully with such inspections.

Exhibit A – School Testing Locations

School Name	Address	Water cooled Chiller	Cooling tower cleaning & Compliance	Steam Boiler	Hydronic Boiler	Condenser Loop	Air cooled chiller with CHW	Geothermal
Bergin Complex Crosby/Wallace	300 Pierpont Rd	X	X	2	2	X	X	
Bucks Hill	330 Bucks Hill Rd			2				
Bunker Hill	170 Bunker Hill Ave			2				
Carrington	24 Kenmore Ave				3	X	X	
Chase	40 Woodtick Road			2				
Driggs	77 Woodlawn Ter.			2	1			
Duggan	38 W. Porter St				3			
Enlightment	58 Griggs St			1				
Generali	3196 East Main St			2	1			
Gilmartin	94 Spring Lake Rd				3			
Hopeville	2 Cypress St			2			X	
Jonathan Reed	33 Griggs St				3	X	X	
Kennedy	422 Highland Ave			2	2			
Kingsbury	220 Columbia Blvd			2				
Laurel Hills Complex	568 Bucks Hill Rd.	X	X	2	5	X		
Maloney	233 S Elm St				2		X	
Regan	2780 North Main St				2			
Rotella	380 Pierpont Rd				2	X	X	
Sprague	1443 Thomaston Ave			2				
State Street	30 Church St				2			
Tinker	809 Highland Ave			2				
Walsh	55 Dikeman St			2				

Washington	685 Baldwin St				1			
WAMS	16 S Elm				3		X	
Waterbury	175 Birch St				1	X	X	X
Wendell Cross	1255 Hamilton Ave				3		X	
West Side	483 Chase Parkway	X	X	2	2	X	X	
Wilson	235 Birch St			2				

WATERBURY
PUBLIC SCHOOLS

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

#12

EXECUTIVE SUMMARY

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

DATE: March 30, 2026

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for Pool Slab Repair at John F. Kennedy High School Swimming Pool with Infrastructure Repair Service, LLC

The Education Department respectfully requests your review and approval of a construction contract (RFP#8599) with Infrastructure Repair Service, LLC.

The Department seeks to enter into a contract with Infrastructure Repair Service, LLC for repair to the swimming pool deck at John F. Kennedy High School. The project will provide for installation services to structural support steel, including removal of existing shoring, and concrete patching and infill. The School Inspector will oversee this project.

The total agreement amount is $166,214, plus $10,000 for owner controlled contingency to address any unforeseen circumstances that might arise after construction begins. Construction will be financed through Capital Funds. The construction period for substantial completion is 90 consecutive calendar days and final completion is 120 consecutive calendar days from the start of the agreement.

A representative from the Education Department will be present at your upcoming meeting to address any questions you may have. Thank you for your consideration.

c: Michal Konopka, Jerry Gay

CONSTRUCTION CONTRACT
FOR
POOL SLAB REPAIR
AT THE
JOHN F. KENNEDY HIGH SCHOOL SWIMMING POOL
BETWEEN
CITY OF WATERBURY
AND
INFRASTRUCTURE REPAIR SERVICE, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **INFRASTRUCTURE REPAIR SERVICE, LLC**, located at 163 Beaver Brook Road, Lincoln Park, N.J., a duly registered New Jersey limited liability company authorized to do business in Connecticut (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8599** for a repair to the pool slab at John F. Kennedy High School (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8599**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of a repair to the pool slab at John F. Kennedy High School located at 422 Highland Avenue in Waterbury. All work shall be performed and completed in accordance with Project's plans and specifications, all of which are more particularly detailed and described in the Bid Documents in **Attachment A**. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8599** (incorporated by reference);
1.1.2 Addenda **N/A** to **RFP No. 8599** (attached hereto);
1.1.3 Contractor's Price Proposal, dated December 5, 2025, consisting of 3 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8599**, dated December of 2025, consisting of 110 pages (incorporated by reference);
1.1.5 State of Connecticut Prevailing Wage Schedule, dated October 23, 2025, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
1.1.6 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
1.1.7 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
1.1.8 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
1.1.9 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
1.1.10 All applicable Federal, State and local statutes, regulations charter and ordinances are incorporated by reference; and
1.1.11 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachments A** and **B** (see **Section 5.1, if one**) plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Contract Amendment(s) and Change Orders;
1.2.3 The Contract;
1.2.4 Addendums to **RFP No. 8599**;
1.2.5 **RFP No. 8599**;
1.2.6 Contractor's Price Proposal;
1.2.7 Contractor's Response; and
1.2.8 Drawings, if any.

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

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

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

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

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

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

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

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

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

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8599** (collectively, the "Bid Documents");

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

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

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

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

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

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

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

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

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

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

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

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

operating at the Project site.

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

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

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

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

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

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses,

fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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

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

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

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

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **ninety (90) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **one hundred twenty (120) consecutive days** of the City's written Notice to Proceed ("Contract Time").

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

5.2. Delay Damages.

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

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

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon

delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

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

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

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED FOURTEEN DOLLARS ($176,214)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

1. $166,214; and
2. $10,000 in Owner Controlled Contingency as governed by Section 6.1.1 below.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(2)** of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (**see Section 27**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

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

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

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

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 8599** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

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

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

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

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

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

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

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

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

Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents, subject to reasonable monetary holdback for punch list items.

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

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

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, including the Board of Education, and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions,

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

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

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

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

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

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

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

11. Contractor's Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, Department of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the

additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear".** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

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

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as

specified herein. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

13.3. Contractor Corrective Action.

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

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

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

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

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

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

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

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

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

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

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

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has

a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

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

14. Good Jobs Ordinance.

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

14.1.1 If applicable, the Contractor and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance, and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

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

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

14.1.4 Definitions. For purposes of this paragraph:

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

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

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

Ordinance.

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

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

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

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

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

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

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

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

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

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

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

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

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

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall

engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

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

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

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

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

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

i. 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 to the City, as liquidated damages, because of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

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

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

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

15. Place Holder.

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

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

27. Changes in the Project: Change Orders.

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

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

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

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8599** and **(ii)** the Contractor's Bid response to **RFP No. 8599**. Said historical documents are attached hereto as part of **Attachment A.**

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

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

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

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

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

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

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

Contractor:	Infrastructure Repair Service, LLC 163 Beaver Brook Road Lincoln Park, NJ 07035
City:	City of Waterbury Corporation Counsel's Office Third Floor 235 Grand Street Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications,

drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35.19. Using Agency: School Inspector's Office, Department of Education.

SIGNATURE PAGE FOLLOWS

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

WITNESSES: **CITY OF WATERBURY**

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

_____ Date: _____

WITNESSES: **INFRASTRUCTURE REPAIR SERVICE, LLC**

_____ By:_____
Robert Pirro, V.P.

_____ Date: _____

ATTACHMENT A

ATTACHMENT B

REQUEST FOR PROPOSAL
#8599
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Kennedy High School Pool Slab Repairs

ATTACHMENT E
Price Proposal

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

Date: 12/5/2025

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,

Infrastructure Repair Service LLC
(Print or Type Company/Corporate Name)

163 Beaver Brook Rd., Lincoln Park, NJ 07035
(Print or Type Business Address)

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

[Proposal continued on following page(s)]

Kennedy High School Pool Slab Repairs		
Description	**Amount (In Words)**	**Amount (In $)**
General Conditions		$ 10,216.00
Removal of Existing Shoring		$ 7,835.00
All Concrete Work		$ 105,251.00
All Demolition		$ Included
All Metals		$ Included
All Metals (Steel) Installation		$ 38,992.00
All Finishes		$ Included
Hoisting		$ 3,920.00
GRAND TOTAL INLCUDING ALL COSTS **In words:**		**In numbers:** $ 166,214.00

***Estimated Lead Time for Major Equipment:** 2 - 3 weeks

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

Respectfully submitted by: Bob Pirro, Vice President

22-3434925

Social Security Number or Federal Identification Number (Print or Type)

Infrastructure Repair Service LLC

Company/Corporate Name (Print or Type)

Signature of Authorized Official

Bob Pirro

Name of Authorized Official (Print or Type)

Vice President

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

163 Beaver Brook Rd.

Business Address: (Print or Type)

Lincoln Park, NJ 07035

City, State, Zip Code: (Print or Type)

973 692 0005

Business Fax Number: (Print or Type)

Business Mobile Number: (Print or Type)

973 692 0002

Business Telephone Number: (Print or Type)

bob@infra-repair.com

Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT E

#13

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, April 3, 2026**
BOARD MEETING: **Tuesday, April 14, 2026**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

I move that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments.

GROUP	FACILITIES AND DATES/TIMES
E. Devin	North End café/media ctr.: Wednesday, May 20th 5:00-7:30 pm (incoming 6th grade open house)
L. Latreill	Crosby aud.: March 24th & Apr. 14th 2pm-4pm; and March 16th & 17th 12pm – 8pm (Drama Club spring show)
L. Hayes	Crosby aud.: Tues, May 26th 2:00pm – 8:00pm (Senior Awards night)
E. Devin	North End media center: 12pm – 5pm Wed., April 15th (CPR class for students) North End café: Tuesday, April 14th 5:00-7:30 pm (STEM Night) North End café: Wed., June 3rd 4:00-8:00 pm (rain date: 6/11/26) (Ram Fam Jam event at front of bldg..)
C. Valentin	Wilson gym: Monday, April 13th 3-5pm Ice Cream truck Wilson gym: Tuesday, April 21st 3-7pm Flanders nature Center Wilson gym: Wed., May 6th 5-7pm Pizza & Hands on Drumming Co.
K. Yamashita-Iverson	Maloney gym: Friday, June 5th 5 -8pm (PTO sponsored dance for Maloney students) Maloney gym, café, rms.: 5-8pm (Multicultural celebration for Maloney students)
J. Newman	Driggs gym & café: Friday, May 1st 5:00-6:00 pm (Spring Fling Dance for Driggs students)
N. Albini	West Side media ctr.: Monday, April 13th 3:00-5:00 pm (Wtby. Health & Wellness Advisory Council)

A Terenzi	North End café: Tuesday, April 14th 5-7pm (SDE Family STEM Night)
J. Schumacher	WAMS recital hall: Thursday, June 11th 5-8pm (Music honor society induction ceremony)
J. McColl	Wilby aud.: Thursday, June 25th 8am – 1PM Summer Camp staff orientation Crosby aud., gym, pool, café, rooms: 6/29/26 – 8/7/2026 7:30am-4:00pm Kennedy aud., gym, pool, café, rooms: 6/29/26 – 8/7/2026 7:30am-4:00pm Wilby aud., gym, pool, café, rooms: 6/29/26-8/7/26 7:30am-4:00pm Wilby pool: 6/29/26-8/7/26 2-8pm (PAL swimming lessons-Mon-Fri.) West Side aud., gym, pool, café, rooms: 6/29/26-8/7/2026 7:30-4:00pm West Side portable classrooms: Monday thru Friday 9am-3pm (summer camps – Monday thru Friday)
M. Rocco	W. Cross café: Thursdays 4/23 – 5/28 4:30 – 7:00 pm (6 wk. series on children's literacy)
M. Zaldivar-Barahona	Kennedy aud.& café: Thursday, May 28th 4:30 – 7:00 pm (Biliteracy Awards Ceremony)

Book

SCHOOL PERSONNEL USE ONLY

DATE: 3/26/26

TO: SCHOOL BUSINESS OFFICE

FROM: North End

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

NAME OF SCHOOL REQUESTED: North End

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 20th, 2026

FROM: 5:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Incoming 6th grade open house. Need Cafe, media center, 1st flor main building

Evelynn Devin
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: ___3/13/2026_____

TO: SCHOOL BUSINESS OFFICE

FROM: _Drama Club____

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

NAME OF SCHOOL REQUESTED: ___Crosby Auditorium_____

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: ___3/24/26 and 4/14/26_____

FROM: 2:00 pm TO: 4:00 pm

FOR THE FOLLOWING PURPOSES:

Drama club practice for spring show.

____Lexy Latreille_____
APPLICANT

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

Took

SCHOOL PERSONNEL USE ONLY

DATE: ___3/13/2026_____

TO: SCHOOL BUSINESS OFFICE

FROM: _Drama Club_____

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

NAME OF SCHOOL REQUESTED: ___Crosby Auditorium_____

X Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: ___5/16/26 and 5/17/25 _____

FROM: 12:00 pm TO: 8:00 pm

FOR THE FOLLOWING PURPOSES:

Drama club spring show.

____Lexy Latreille_____
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 3/23/16

TO: SCHOOL BUSINESS OFFICE

FROM: Crosby High School / Lisa Hayes

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

NAME OF SCHOOL REQUESTED: Crosby High School

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: May 26th

FROM: 2:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Senior Awards Night

APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 3/20/26

TO: SCHOOL BUSINESS OFFICE

FROM: North End

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

NAME OF SCHOOL REQUESTED: North End

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ ~~Cafe/Rooms~~ Media Center

DATES REQUESTED: April 15th, 2026

FROM: 12 am/pm TO: 5 am/pm

FOR THE FOLLOWING PURPOSES:

CPR Class for Students w/ Get Certified Initiative

Evelynn Devin
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: 3/20/26

TO: SCHOOL BUSINESS OFFICE

FROM: North End

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

NAME OF SCHOOL REQUESTED: North End

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Tuesday, April 14, 2026

FROM: 5 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

STEM Night

Evelynn Devin
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: 3/20/26

TO: SCHOOL BUSINESS OFFICE

FROM: North End

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

NAME OF SCHOOL REQUESTED: North End

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Wed. 6/3/26 rain date: Thurs. 6/11/26

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

FOR THE FOLLOWING PURPOSES:

Ram Fam Jam - large event outside @ front of building also utilizing commons building.

Evelynn Devin
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: 3/24/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Crystal Valentin / Woodrow Wilson

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

NAME OF SCHOOL REQUESTED: WOODROW WILSON ELEMENTARY

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

and parking lot/playscape

DATES REQUESTED: April 13th, 2026 Monday

FROM: ~~5PM~~ ___ am/pm TO: ~~7PM~~ ___ am/pm

3pm - 5pm

FOR THE FOLLOWING PURPOSES:

I'd like to use the gym for a family engagement night from ~~5PM to 7~~ 3-5 Pm on April 13th

vendor: "Ice-cream Emergency truck"

Crystal Valentin
APPLICANT

.....

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

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 3/24/2026.

TO: SCHOOL BUSINESS OFFICE

FROM: Crystal Valentin / Woodrow Wilson.

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

NAME OF SCHOOL REQUESTED: WOODROW WILSON ELEMENTARY

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: April 21st / Tuesday.

FROM: ~~5PM~~ 3pm am/pm TO: 7PM am/pm

3pm - 7pm

FOR THE FOLLOWING PURPOSES:

I'd like to use the gym for a family engagement night from 5PM to 7 Pm on Tuesday / April 21st

Vendor: Flanders Nature Center

Crystal Valentin

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: 3/24/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Crystal Valentin / Woodrow Wilson.

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

NAME OF SCHOOL REQUESTED: WOODROW WILSON ELEMENTARY

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: May 6th / Wednesday.

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

FOR THE FOLLOWING PURPOSES:

I'd like to use the gym for a family engagement night from 5PM to 7 Pm on Wednesday, May 6th. 2026

Vendors: "Hands on Drumming Co." and Vincenzo's Pizzeria

Crystal Valentin
APPLICANT

.....

Please note the following provisions:

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

FAX 8032

SCHOOL PERSONNEL USE ONLY

DATE: 3/24/26

TO: SCHOOL BUSINESS OFFICE

FROM: Kazumi Yamashita-Iverson

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Friday, 6/5/26

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

FOR THE FOLLOWING PURPOSES:

Maloney PTO will host a School Dance events for Maloney students.

Kazumi Yamashita-Iverson
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\smeenland1\Documents\SCHOOL reservation form.doc

Dance BRASS City

Fax 8032
Kook

SCHOOL PERSONNEL USE ONLY

DATE: 3/24/26

TO: SCHOOL BUSINESS OFFICE

FROM: Kazumi Yamashita-Iverson

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Cafe/Rooms

DATES REQUESTED: Friday, 5/15/26

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

FOR THE FOLLOWING PURPOSES:

To hold the annual Multicultural Celebration for Maloney students and families.

Kazumi Yamashita-Iverson
APPLICANT

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

Cancel Brass City

SCHOOL PERSONNEL USE ONLY

DATE: 3/24/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Driggs Elementary PTO

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

NAME OF SCHOOL REQUESTED: Driggs Elementary

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: May 1st, 2026

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

FOR THE FOLLOWING PURPOSES:

Spring Fling Dances for students from Driggs Elementary for all grades Pre-K to 5th grades.

Jessie Newman PTO
Co- President

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: March 23, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

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

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday, April 13, 2026

FROM: 3:00 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; use of laptop, projector and screen needed; no food. 15 to 20 people. Set up 8 tables in a square with 24 chairs (6 at each table).

Nicholas John Albini
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: 3/19/26

TO: SCHOOL BUSINESS OFFICE

FROM: Adriana Terenzi - NEMS

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

NAME OF SCHOOL REQUESTED: North End Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: April 14th, 2026

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

FOR THE FOLLOWING PURPOSES:

21st Century/SDE Family STEM night

Adriana Terenzi
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: 3/18/26

TO: SCHOOL BUSINESS OFFICE

FROM: Jason Schumacher

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 Recital Hall

DATES REQUESTED: Thursday, June 11th, 2026

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

FOR THE FOLLOWING PURPOSES:

For Tri M Music Honor society induction ceremony.

J Z Adl
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: 3/17/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Recreation - John McCall

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

NAME OF SCHOOL REQUESTED: Wilby

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/25/2026

FROM: 8:00 (am)/pm TO: 1:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Summer Camp staff orientation - It needed for setup.

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.

Jack

SCHOOL PERSONNEL USE ONLY

DATE: 3/17/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Recreation - Jam McGill

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

NAME OF SCHOOL REQUESTED: Recreation - Crosby

☑ Auditorium ☑ Gymnasium ☑ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/29/2026 - 8/7/2026

FROM: 7:30 (am)/pm TO: 4:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Summer camp - Monday - Friday - 9:00-3:00
Crosby room numbers - E229, E228, E226, E227, E224, E225 E205, E206, E203, E204 E202, E201, Welcome desk, Front desk

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: 3/17/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Recreation - Jonn McColl

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

NAME OF SCHOOL REQUESTED: Kenedy High School

☑ Auditorium ☑ Gymnasium ☑ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 6/29/2026 - 8/7/2026

FROM: 7:30 am/pm TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Summer Camp - Monday - Friday - 9:00-3:00
Kenedy New Wing - Room 330, 332, 334, 336, 338
344, 340, 342, 352, 346, 350, 348, faculty room

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: 3/17/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Recreation - Jonn McColl

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

NAME OF SCHOOL REQUESTED: Wilbur

☑ Auditorium ☑ Gymnasium ☑ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 6/29/2026 - 8-7-2026

FROM: 7:30 (am)/pm TO: 4:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Summer Camp - Monday - Friday 9:00 - 3:00
New wing - 259, 258, 257, 256, 255, 264,
office, 222, 221, 224, 225, 226, 227, 228,
229, LCC media

APPLICANT

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

York

SCHOOL PERSONNEL USE ONLY

DATE: 3/17/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Recreation / Pal - Jenn McCall

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

NAME OF SCHOOL REQUESTED: Wilbur

☐ Auditorium ☐ Gymnasium ☑ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/29/2026 - 8/7/2026

FROM: 2:00pm am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Pal swimming lessons run by bureau of recreation - Monday - Friday

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: 3/17/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Recreation - John McCall

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

NAME OF SCHOOL REQUESTED: Westside

☑ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 6/29/2026 - 8-7-2026

FROM: 7:30 (am)/pm TO: 4:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Summer Camp - Monday - Friday 9:00-3:00
portable classrooms

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: 3/30/26

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library ☐ Outside Parking areas

DATES REQUESTED: April 23 & 30, 2026/ May 7, 14, 21 & 28, 2026
4:30 – 7:00 PM (this includes set up and break down)

FOR THE FOLLOWING PURPOSES:

Growing Together with Books – 6 week series on enhancing children's early literacy.

Margaret Rocco

APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 3/26/26

TO: SCHOOL BUSINESS OFFICE

FROM: **Mr. Manuel Zaldivar – Barahona**

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

NAME OF SCHOOL REQUESTED: **John F. Kennedy High School**

■ Auditorium ☐ Gymnasium ☐ Library ■ Café

DATES REQUESTED: May 28, 2026

FROM: 4:30 am/**PM** TO: 7:00 am/**PM**

FOR THE FOLLOWING PURPOSES:

Seal of Biliteracy Awards Ceremony Celebration

Require Both Auditorium and Cafeteria

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: 3/30/26

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent Balsamo

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

NAME OF SCHOOL REQUESTED: Wallace Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms
Parking Lot & Restrooms

DATES REQUESTED: May 16, 2026 (Rain Date: May 17, 2026)

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

FOR THE FOLLOWING PURPOSES:

Wallace PTO Car Show

Val Jan
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.

#14

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, April 2, 2026**
BOARD MEETING: **Tuesday, April 14, 2026**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

I move that the Waterbury Board of Education approve the use of school facilities and/or waiver requests by the following groups and organizations subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
P. Maiorano III	Rotella aud.: Saturday, May 9th 5:00-10:00 pm (Tribute Artist Show)
Life As You Know It Jade Johnson	Wilby aud.: Saturday, June 20th 4:00-8:00 pm (Dance Recital)

REQUESTING WAIVERS:

City Youth Theater Shelby Davis	Crosby aud.: April thru June varied hours (play rehearsals / shows) ($7,476.)
Waterbury Promise K. Maull	Crosby café, aud., lobby classrms.: Wed., May 27th (top 100 public sch. students recognition event) ($126.)

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

Waterbury Ballers P. Lott	Career gym: 4/13 – 6/30/26 5:30-8:30pm (basketball practice)

Brass City Athletics N. Andrzjewski	Driggs gym: 3/16 – 8/1/26 Tues & Thurs 6-8:30pm W.Crross gym: 4/20-8/1/26 Tues & Thurs. 6-8:30pm Kennedy aux.gym 3/17-6/11 Tues & Thurs. 6-8:00pm Gilmartin gym 4/7-8/1 Tu,Wed,Thurs. 6-8:30pm Tinker gym 4/7-8/1 Tues & Thurs 6-8:30pm Sprague gym 3/24-8/1 Tues & Thurs 6-8:30pm Maloney gym (basketball) 3/16-8/1 Mon,Wed,Fri 6-8:30pm
Waterbury Special Olympics J. Stack	Wilby pool: April 7th – June 2rd Tues. 5-8pm Crosby track: April 8th - June 4th Wed. 5:30-8pm (swim and track practice)

MONEY COLLECTED TO DATE: **$ 14,461.50**

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 Philip Maiorano III NAME OF ORGANIZATION _____

ADDRESS 95 Willow St., Waterbury, CT 06710 TELEPHONE # 203-525-8345
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES May 9, 2026 ROOM(S) Auditorium

OPENING TIME 5:00pm CLOSING TIME 10:00pm PURPOSE Tribute Artist Show

ADMISSION (if any) Varies by Seat CHARGE TO BE DEVOTED TO Production Costs / Artist Fees

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200+ CHILDREN _____

SIGNATURE OFAPPLICANT Philip Maiorano III DATE 03/07/2026

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

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. PM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR. SERVICE per CUST.
RENTAL FEES: $1,000/4 HRS + $200 EACH ADD. HR.
MISCELLANEOUS FEES: Tech, $55/HR.

SECURITY DEPOSIT $ 500.00 INSURANCE COVERAGE X YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

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

CONTRACT#

APPLICANT Jade Johnson NAME OF ORGANIZATION Life As You Know It Dance LLC

ADDRESS 219 Oakville Ave, Apt A33, Wby, CT TELEPHONE # (203) 519-1621
(street) (city) (state) (zip code) 06708

SCHOOL REQUESTED Wilby High DATES June 20, 2026 ROOM(S) Auditorium

OPENING TIME 4pm CLOSING TIME 8pm PURPOSE Dance recital

ADMISSION (if any) yes CHARGE TO BE DEVOTED TO Dance company

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 95 CHILDREN 20

SIGNATURE OF APPLICANT Jade J DATE March 20, 2026

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

Jade Johnson 219 Oakville Ave, Waterbury, CT 06708 (203)519-1621

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. JJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 hr service per cust.

RENTAL FEES: $1,000/4 HRS + $200 each add. HR

MISCELLANEOUS FEES: $55/HR Tech.

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

1900

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

APPLICANT Shelby DAVIS NAME OF ORGANIZATION City Youth theater

ADDRESS 42 Mountain Laurel Dr (street) Cheshire (city) CT (state) 06410 (zip code) TELEPHONE # 2034370325

SCHOOL REQUESTED Crosby DATES attached ROOM(S) Auditorium

OPENING TIME 5P CLOSING TIME 945P PURPOSE theater program

ADMISSION (if any) 10.00 CHARGE TO BE DEVOTED TO Fundraising

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 10 CHILDREN 20

SIGNATURE OFAPPLICANT [signature] DATE 11/5/26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Shelby DAVIS 42 Mtn Laurel Dr. 2034370325

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($7476.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

_____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Cusby

DATE(S):	April 19th	TIMES:	11:30 – 5:00 5.5
DATE(S):	April 21st	TIMES:	5:30 – 9:00 4.5
DATE(S):	April 26th	TIMES:	5:30 – 9:00 4.5
DATE(S):	April 26th	TIMES:	11:30 – 5:00 5.5
DATE(S):	April 28th	TIMES:	5:30 – 9:00 4.5
DATE(S):	April 30th	TIMES:	5:30 – 9:00 4.5

29

11/5/25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 1218. ✓	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: City Youth Theatre

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby

DATE(S):	May 3rd	TIMES:	11:30-5:00 5.5
DATE(S):	May 5th	TIMES:	5:30-9:00 4.5
DATE(S):	May 7th	TIMES:	5:30-9:00 4.5
DATE(S):	May 10th	TIMES:	11:30-5:00 5.5
DATE(S):	May 12th	TIMES	5:30-9:00 4.5
DATE(S):	May 14th	TIMES:	5:30-9:00 4.5

1/5/26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 1,218.00	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST _____
Clerk Board of Education

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: City Youth Hockey

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby

DATE(S):	~~May~~ May 17th	TIMES:	11:30 – 5:00 5.5
DATE(S):	May 19th	TIMES:	5:30 – 9:00 4.5
DATE(S):	May 21st	TIMES:	5:30 – 9:00 4.5
DATE(S):	May 24th	TIMES:	11:30 – 5:00 5.5
DATE(S):	May 26th	TIMES	5:30 – 9:00 4.5
DATE(S):	May 28th	TIMES:	5:30 – 9:00 4.5

11/5/25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 1218.00	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST _____
Clerk Board of Education

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

APPLICANT/ORGANIZATION: City Youth theatre

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby

DATE(S):	May 31st	TIMES:	12 11:00 - 1:00 5.5
DATE(S):	June 2nd	TIMES:	5:30 - 9:30 4.5
DATE(S):	June 4th	TIMES:	5:30 - 9:30 4.5
DATE(S):	June 7th	TIMES:	11:00 - 9:00 11
DATE(S):	10 June 8th	TIMES:	4:00 - 10:00 7
DATE(S):	June 9th	TIMES:	4:00 - 10:00 7

11/5/26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 1,659.-	$
Building Usage Fees	Custodial Fees	Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with case of Building Permit)

APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby

DATE(S):	June 10th	TIMES:	4:00-10:00 7
DATE(S):	June 11th	TIMES:	4:00-9:30 7
DATE(S):	June 12th	TIMES:	4:30-10:00 7
DATE(S):	June 13th	TIMES:	4:30-10:00 7
DATE(S):	June 14th	TIMES:	11:30-5:00 7.5
DATE(S):	~~June 15th~~	TIMES:	4:30-10:00 5.5
	June 21	11:30-10:00	10.5

1/5/26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 2163.-	$
~~Building~~ Usage Fees	Custodial Fees	Security Deposit

TOTAL: $ 7,476.-

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

Book

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

CONTRACT#

APPLICANT Kelonda Maull NAME OF ORGANIZATION Waterbury Promise

ADDRESS 236 Grand St. Waterbury CT 06702 TELEPHONE # 203.574.6601
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 5.27.26 ROOM(S) Cafe, lobby, auditorium, classrooms.

OPENING TIME 5:30 CLOSING TIME 7 PM PURPOSE WPS Top 100 Student Recognition

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 100 CHILDREN 100

SIGNATURE OF APPLICANT Kelonda Maull DATE 3.19.26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Kelonda Maull - 236 Grand St, 120 Waterbury CT - 203.574.6601

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. KM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE per cust. 3 ($126)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: Keionda Maull / Waterbury Promise

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby - cafe, lobby, auditorium, class-rooms

DATE(S): 5.27.26 TIMES: 5:30-7 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

3.19.26
Date

Keionda Maull
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ _____ Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Phil Lott NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 54 Joseph st (street) Wtby (city) CT (state) 06705 (zip code) TELEPHONE # 203 510 4239

SCHOOL REQUESTED WCA DATES 4/13/26 - 6/30/26 ROOM(S) Gymnasium

OPENING TIME 5:30 CLOSING TIME 8:30 PURPOSE Practice / Basketball

ADMISSION (if any) none CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 24

SIGNATURE OFAPPLICANT P.L. DATE 3/8/26

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

Phil Lott 54 Joseph st Wtby CT 06705 203 510 4239

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. P.L (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.

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

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

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

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

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

Mon-Fri when Available

Gym NOT Available 4/14, 4/16, 4/30

Book

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

CONTRACT#

APPLICANT Nicholas Andrzejewski NAME OF ORGANIZATION Brass City Athletics

ADDRESS 252 Maplewood Rd (street) Wtby (city) CT (state) 06708 (zip code) TELEPHONE # 203-819-9077

SCHOOL REQUESTED Driggs DATES 3/16/26 - 8/1/26 ROOM(S) Gym

OPENING TIME 6pm CLOSING TIME 830pm PURPOSE Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 12

SIGNATURE OFAPPLICANT _____ DATE 3/13/26

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

Same Tues / Thursday

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. NA (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 Nicholas Andrzejewski NAME OF ORGANIZATION Brass City Athletics

ADDRESS 292 Mayflower Rd Wtby CT 06708 TELEPHONE # 203-819-9077
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wooddl Cross DATES 4/20/26 - 8/1/26 ROOM(S) Gym

OPENING TIME 6pm CLOSING TIME 830pm PURPOSE Basketball

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 12

SIGNATURE OFAPPLICANT [signature] DATE 3/13/26

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

Same Tues / Thursday

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. NA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

4/20

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.

4/23 No Gym

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 Nicholas Andrzejewski NAME OF ORGANIZATION Brass City Athletics

ADDRESS 292 Maybrook Rd Wtby CT 06708 TELEPHONE # 203 819-9077
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 3/16/26 - 5/11/26 ROOM(S) Auxiliary Gym

OPENING TIME 6pm CLOSING TIME 8:00pm PURPOSE Basketball

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 12

SIGNATURE OFAPPLICANT [signature] DATE 3/13/26

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

T. Toupouse 255 E. Main St 860-209-0895 Tues/Thursday

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. NA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

3/17 - 6/11

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.

Tues & Thurs

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).

6-8pm

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

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

CONTRACT#

Book

APPLICANT Nicholas Andrzejewski NAME OF ORGANIZATION Brass City Athletics

ADDRESS 292 Naybrook Rd (street) Wtby (city) CT (state) 06708 (zip code) TELEPHONE # 203-819-9077

SCHOOL REQUESTED Gilmartin DATES 4/6 - 8/1/26 ROOM(S) Gym

OPENING TIME 6pm CLOSING TIME 830pm PURPOSE Basketball

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 12

SIGNATURE OFAPPLICANT [signature] DATE 3/13/26

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

Tony Andrzejewski 88 Eastridge Dr 203-241-1538 Tues/Wed/Thursdays

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. N/A (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

4/7

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

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

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

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

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: 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.

4/8 - NO Gym
5/20 "

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

Book

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

CONTRACT# ✓

APPLICANT Nicholas Andrzejewski NAME OF ORGANIZATION Brass City Athletics

ADDRESS 292 Meadowbrook Rd (street) Wby (city) CT (state) (zip code) TELEPHONE # 203 819-9077

SCHOOL REQUESTED Tinker DATES 4/6/26 - 8/1/26 ROOM(S) Gym

OPENING TIME 6pm CLOSING TIME 8:30pm PURPOSE Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 12

SIGNATURE OFAPPLICANT [signature] DATE 3/13/26

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

Tony Andrzejewski 88 Eastridge Dr 203-241-1538 Tues/Thursday

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. NA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

4/7

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

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

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

CONTRACT#

Book

APPLICANT Nicholas Andrzejewski NAME OF ORGANIZATION Bess City Athletics

ADDRESS 292 Naybrook Rd Wtby (street) (city) CT (state) 06708 (zip code) TELEPHONE # 203-819-9077

SCHOOL REQUESTED Sprague DATES 3/24 - 8/1/26 ROOM(S) Gym

OPENING TIME 6pm CLOSING TIME 830pm PURPOSE Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 12

SIGNATURE OFAPPLICANT _____ DATE 3/13/26

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

Tiff Kinton 43 Birchwood St 203-565 6676 Tues / Thursday

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. NA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

3/24

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

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

Book K

CONTRACT#

APPLICANT Nicholas Andrzejewski NAME OF ORGANIZATION Brass City Athletics

ADDRESS 292 Maybrook Rd (street) Wtby (city) CT (state) 06708 (zip code) TELEPHONE # 203-819-9077

SCHOOL REQUESTED Maloney DATES 3-16-26 & 3-21-26 ROOM(S) Gym

OPENING TIME 6pm CLOSING TIME 8:30pm PURPOSE Basketball

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 12

SIGNATURE OFAPPLICANT [signature] DATE 3/13/26

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

T. Toupense 255 E. Main St 860-209-0895 Mon/Wed/Fri

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. NA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

3/16

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)

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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 Jean Stack NAME OF ORGANIZATION Waterbury Special Olympics

ADDRESS 107 Hempel Dr Wolcott CT 06716 TELEPHONE # 203-525-1916
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby/Northend DATES 4/7/26-6/2/26 ROOM(S) Pool + Locker Rooms

OPENING TIME 5p CLOSING TIME 8p PURPOSE Wilby Special Olympics swim practice

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 15

SIGNATURE OF APPLICANT Jean M Stack DATE 2/27/26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Heather Minervini 816 Potuccos Rd Wolcott CT 06716 203-525-8433

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. JMS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Tuesdays

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

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

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

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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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 Jean Stack NAME OF ORGANIZATION Waterbury Special Olympics

ADDRESS 107 Hempel Dr Wolcott CT 06716 TELEPHONE # 203-565-1916
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 4/8/26-6/3/26 ROOM(S) Crosby Track

OPENING TIME 530p CLOSING TIME 8pm PURPOSE Wtby Special Olympics Track Practice

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 5

SIGNATURE OFAPPLICANT Jean Stack DATE 2/27/26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Cara Manforte 14 Idlewood Rd Wolcott CT 06716 203-509-4871

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. JMS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Wednesdays

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

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

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

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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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 Phil Lott NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 54 Joseph st (street) wtby (city) CT (state) 06705 (zip code) TELEPHONE # 2035104239

SCHOOL REQUESTED WCA DATES 7/1/26 - 8/31/26 ROOM(S) Gymnasium

OPENING TIME 5:30 CLOSING TIME 8:30 PURPOSE Basketball Practice

ADMISSION (if any) None CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 24

SIGNATURE OF APPLICANT PL DATE 3/18/26

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

Phil Lott 54 Joseph st wtby CT 06705 2035104239

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. PL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3462

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

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



March 18, 2026 through
March 31, 2026

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 12, 2026

Dominic Balboni
328 Washington St.
Bristol, CT 06010

Dear Mr. Balboni:

Your name is being certified to the Department of Education for the position of Motor Equipment Operator I (Req. #20260476) at $19.62 per hour.

Your official start date in this position will be March 19, 2026.

Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Insp.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 13, 2026

Jarielitza Bermudez
159 Harris Circle, Apt. 2L
Waterbury, CT 06704

Dear Ms. Bermudez:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260287) at $22.27 per hour.

Your official start date in this position will be March 19, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
Tracie Menzies, Asst Director of Pupil Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 16, 2026

Lanita Lathan-Eady
204 Alder St., Apt. 2
Waterbury, CT 06708

Dear Ms. Lathan-Eady:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260245) at $21.49 per hour.

Your official start date in this position will be March 19, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
Tracie Menzies, Asst Director of Pupil Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 16, 2026

Dilenia Rosado Sanchez
111-5 Maybury Circle
Waterbury, CT 06705

Dear Ms. Rosado Sanchez:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260246) at $21.49 per hour.

Your official start date in this position will be March 19, 2026.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
Tracie Menzies, Asst Director of Pupil Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 18, 2026

Mary Samaha
63 Enoch St., Apt. A
Waterbury, CT 06705

Dear Ms. Samaha:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260393) at $27.55 per hour.

We have scheduled your orientation for Thursday, March 26, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Please be prepared to remain for approximately 4 ½ hours.

After orientation, you will report to the 3rd Floor for fingerprinting.

Your first day reporting to your new department/supervisor will be March 27, 2026 at your regular scheduled time.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc: Board of Education
Dr. Schwartz, Supt of Schools
Wendy Johns, Director of Pupil Services
Tracie Menzies, Asst Director of Pupil Services
Robert Johnston, Principal @ Kennedy HS

CABE Connecticut Association of Boards of Education

PRESENTS

POLICY HIGHLIGHTS

March 25, 2026

The Superintendent's Obligation Under Public Act 25-93, Section 32

The Education Committee's Split Vote Moves the Homeschooling Bill (H.B. 5468) Out of Committee

Senate Bill 308, An Act Requiring Boards of Education to Post Curriculum Online

Policy-Related CSDE Update

Superintendent Reporting Requirement

As we transition to Spring and begin preparing for the end of the year activities, it's an appropriate time for boards and superintendents to review Public Act 25-93, Section 32, which requires district superintendents to provide an annual presentation to their local or regional board of education regarding the use of community-based support services.

This act, titled *"An Act Increasing Resources for Students, Schools, and Special Education",* reflects a broader legislative push to track how districts utilize third-party resources to address student needs. Unlike typical financial audits that focus on dollar amounts, Section 32 specifically focuses on the *who, what, and where* of student support partnerships.

At the time, the new statute was acknowledged as a way to increase transparency about external organizations providing non-instructional or supplemental support to students within the district. The superintendent is required to present the following information at a regularly scheduled board meeting held between June 1 and September 30 each year:

- A comprehensive list of all community-based organizations with which the board of education has contracted to provide support services.
- The specific types of support services provided by each organization (e.g., mental health counseling, after-school programming, or behavioral interventions).
- The report must break down this information by individual school within the district to show where these services are being deployed.

CT Homeschool Bill Advances in a Split Committee Vote

Clearing the political clouds and contentious debate points, as it currently stands, H.B. 5468 stands to add new mandates to public schools and have considerable policy implications.

Under this bill, passed out of the Education Committee on a 26-20 vote, parents would be required to appear in person to remove a child from the school system for homeschooling or enrollment in a private school and then reaffirm that intent each subsequent year. For families intending to homeschool, two days after notice, the district would be required to contact the Department of Children and Families (DCF) to determine if the parents are the subject of a protective order or on the Department's abuse and neglect registry. If the parents are not, they would be able to homeschool.

The bill also requires parents to show some kind of evidence that the child is receiving "equivalent instruction." This could include submitting a portfolio or having the student take a statewide mastery assessment. Parents would be expected to keep records of this instruction for three years.

The House Bill does not provide an explicit definition or impose new guidelines regarding "equivalent instruction" as currently referenced in Sec. 10-184 of the General Statutes, which defines "equivalent instruction" as an alternative to public school but does not provide an explicit definition or impose new guidelines on what homeschooling entails.

According to those moving this legislation forward, its goal is to bridge the "visibility gap" between the Department of Children and Families (DCF) and students not enrolled in public institutions. The bill seeks to balance parental rights under C.G.S. Sec. 10-184 with the state's interest in child welfare and educational standards.

If enacted, H.B. 5468 would shift homeschooling from a "notice-based" system to a more involved registration and verification model:

- Parents would need to appear in person to withdraw a child for homeschooling or private enrollment.
- Families would be required to reaffirm their intent to homeschool every subsequent year.
- Within two days of notice, districts would be required to contact DCF to verify that parents are not on the abuse and neglect registry or subject to a protective order.
- Parents would need to provide evidence of "equivalent instruction" via portfolios or participation in statewide mastery exams.
- Families would be required to maintain instructional records for a minimum of three years.

Key Policy Implications for Districts would include:

- Transitioning from being passive recipients of "Letters of Intent" to active gatekeepers. This may require establishing formal protocols for in-person intake and annual tracking. Superintendents would need to consider the staff capacity needed to manage these yearly "reaffirmations" and the 48-hour DCF communication window.
- Introducing a compliance mechanism for considering "equivalent instruction," though the bill maintains the existing legal phrasing. While the bill maintains the existing legal phrasing of "equivalent instruction," it introduces a compliance mechanism that was previously absent.

- Integrating a DCF registry check into the withdrawal process, which shifts some of the burden onto the local educational agency (LEA).
- Implementing a registry check for every homeschooling family, which may raise concerns regarding parental privacy and the "presumption of fitness." Boards should prepare for potential community pushback regarding the requirement to appear in person and the implicit association of homeschooling with DCF oversight.

As the bill currently stands, it appears likely to undergo additional legislative scrutiny as it continues through the process, especially regarding the requirement that homeschooling families report to their public schools how they're teaching.

Stay tuned. For a "short session," this legislative session continues to tackle a wide range of education-related issues.

Senate Bill 308, An Act Requiring Boards of Education to Post Curriculum Online

Senate Bill 308 represents a significant shift from "passive transparency" (available upon request) to "active transparency" (available digitally to all). The bill recently received a Joint Favorable report from the Education Committee in mid-March 2026 and has been filed with the Legislative Commissioners' Office, moving it closer to a full vote in the General Assembly.

If SB 308 becomes law, it will amend Section 10-220 of the General Statutes with the following requirements:

- **Mandatory Digital Posting:** Every local and regional board of education must post all approved curriculum on its official website.
- **Detailed Content:** The posting cannot be a mere summary. It must include the objectives and the full scope and sequence for every subject area and grade level.
- **Effective Date:** The mandate is set to begin with the school year commencing July 1, 2026.
- **Federal Alignment:** It explicitly requires that these postings and all "associated curriculum materials" remain in compliance with the Protection of Pupil Rights Amendment (PPRA), ensuring parents can inspect instructional materials.

The passage of SB 308 would create several operational and administrative shifts for districts across the state:

1. Administrative Workload

Districts will need to audit their current digital presence. While many boards already post "curriculum overviews," this law requires more technical scope-and-sequence documents. This may require curriculum directors to standardize dozens of documents into web-friendly formats before the July deadline.

2. Increased Public Scrutiny

By making the "instructional roadmap" available to all, districts can expect an increase in parental inquiries. As seen in recent testimony on the bill, advocacy groups are advocating for using these postings to monitor specific topics (such as SEL or DEI). Boards may need to prepare their communications teams for a higher volume of feedback.

3. Shift in "FOI" Dynamics

Currently, parents must file Freedom of Information (FOI) requests to see detailed curriculum plans. SB 308 effectively eliminates the need for these requests by making the data public by default. This could reduce the legal burden on districts currently dealing with high volumes of FOI requests regarding classroom content.

4. The "Unfunded Mandate" Debate

Opponents of the bill, including some teacher unions and administrators, have voiced concerns that this is an unfunded mandate. They argue it creates an extra layer of administrative labor and could potentially stifle "teacher flexibility" if educators feel they must strictly adhere to a sequence that is now a "publicly frozen" document.

Comparison: Current Law vs. SB 308

Feature	Current Law (CGS 10-220)	Under SB 308 (Proposed)
Availability	Must be available for inspection.	Must be posted on the **website**.
Required Depth	General objectives.	Objectives **plus** Scope and Sequence.
Access Method	Request through Board/Central Office.	Always available public digital access.

Connecticut State Department of Education 3/23/26 Update

In its recent Update, CSDE provides the following policy-related information:

School Safety and Security Summit Survey

The CSDE, in collaboration with the Connecticut Department of Emergency Services and Public Protection and the Center for School Safety and Crisis Prevention at Western Connecticut State University, is planning a statewide **School Safety and Security Summit** on July 21, 2026, to support districts in strengthening their All-Hazards School Security and Safety Plans.

Superintendents are asked to complete a brief survey to select breakout session topics and district participation. The survey should take **2 minutes** to complete. Please access the survey here: **School Safety and Security Summit Survey** or copy and paste this address in your browser: **https://forms.office.com/g/kUFrJuipXB.** Contact James Mandracchia with any questions at **james.mandracchia@ct.gov.**

Report: Kindergarten Age Trends

In light of the statutory change in the age for kindergarten entry implemented by Public Act 23-208, the CSDE analyzed the impact of this new legislation on students born after September 1 who would previously have qualified for kindergarten enrollment. The results are summarized in the new report titled **Kindergarten Age Trends**. It includes a district-level table that presents the percentage of kindergarten students who were under age 5 on September 1 over the past three years.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 24, 2026

Ashyra Montanez
61 Hayfield Rd.
Waterbury, CT 06704

Dear Ms. Montanez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #202600156) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 23, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City Your first day reporting to your new department/supervisor will be April 24, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 24, 2026

Toni Lopez
8 Clairmont Ave., Apt. 3
Waterbury, CT 06708

Dear Ms. Lopez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20260110) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be April 16, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, April 23, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City

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

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 25, 2026

Kevaun McKinnon
210 Woodtick Rd.
Waterbury, CT 06705

Dear Ms. McKinnon:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260004) at $21.49 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8000 ext. 11181with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be April 16, 2026 at your regular scheduled time

We have scheduled your orientation for Thursday, April 23, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 26, 2026

Tyneki Toney
28 Clinton St.
Waterbury, CT 06710

Dear Ms. Toney:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260417) at $21.49 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8000 ext. 11181with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 23, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 24, 2026 at your regular scheduled time

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 26, 2026

Alexis Dudley
3 Gayridge Rd., Apt. 312
Waterbury, CT 06705

Dear Ms. Dudley:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260269) at $21.49 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8000 ext. 11181with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be April 16, 2026 at your regular scheduled time

We have scheduled your orientation for Thursday, April 23, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

March 31, 2026

Jalissa Williams
145 Cherry St., Apt. 706
Waterbury, CT 06702

Dear Ms. Williams:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I (Req. #20260348) at $19.97 per hour. Please contact Robert Johnston, Principal @ Kennedy High School at (203) 574-8150 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 9, 2026 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 10, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Robert Johnston, Princ @ KHS
file