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: June 2, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, Thursday, June 4, 2026, Duggan School Café

The Committees of the Board of Education will meet on Thursday, June 4, 2026, 5:30 p.m., Duggan School Café, 38 West Porter Street, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/tffSVXEy0G4

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

ROBOTICS PRESENTATION

PRINCIPAL'S REPORT – Melissa DiGiovanni

PUBLIC SPEAKING

1. *Committee on Building & School Facilities/2 minutes* ~ Request approval of the Educational Specifications for the proposed Waterbury Preschool Center Project – N. Albini.

2. *Committee on Building & School Facilities/5 minutes* ~ Request approval of Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS, so that Waterbury Public Schools may submit the final plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at the following schools – N. Albini, WDC, Klee Sustainability Advisors:

    a) Wendell L. Cross Elementary School — DAS Project 151-0310 PV
    b) M. M. Generali Elementary School — DAS Project 151-0311 PV
    c) Sprague Elementary School — DAS Project 151-0312 PV
    d) B. W. Tinker Elementary School — DAS Project 151-0313 PV
    e) West Side Middle School — DAS Project 151-0314 PV

3. *Committee of the Whole/5 minutes* ~ Overview: Summer Learning Experiences – J. Frenis.

4. *Committee of the Whole/10 minutes* ~ School Governance/Family Engagement Report – S. Romero.

5. *Committee of the Whole/2 minutes* ~ Request approval of a Memorandum of Understanding with New Opportunities Inc. Retired & Senior Volunteer Program (RSVP) – S. Romero.

6. *Committee of the Whole/2 minutes* ~ Request approval of a Memorandum of Understanding with New Opportunities Foster Grandparent Program – S. Romero.

7. *Committee of the Whole/2 minutes* ~ Request approval of a no-cost Memorandum of Understanding with State Education Resource Center (SERC) to support implementation of youth prevention efforts – S. Romero.

8. *Committee on Finance/2 minutes* ~ Request approval to apply for the CT State Department of Education, Office of Student Supports, Learner Engagement and Attendance Program (LEAP) Grant – J. Davis.

9. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with Connecticut Junior Republic Association, Inc. for SAFE Program and School-Based Clinic Program – J. Davis, W. Johns.

10. *Committee on Finance/3 minutes* ~ Request approval of a Transportation Microgrant Agreement with Naugatuck Valley Council for North End Middle School – L. Allen Brown, J. Davis.

11. *Committee on Finance /2 minutes* ~ Request approval of Amendment Two (2) to the Professional Services Agreement (RFP 6636) with Phi Delta Kappa Internationals, Inc., D/B/A Educators Rising for Teacher Preparation Courses (correction of previously approved Agreement) – J. Frenis.

12. *Committee on Finance/2 minutes* ~ Request approval of Amendment Two (2) to the Professional Services Agreement with Empirical Resolutions, Inc. for an Online Grammar and Writing Program – J. Frenis.

13. *Committee on Finance/2 minutes* ~ Request approval of a Research Study and Data Protection Agreement with Benchmark Education – J. Frenis.

14. *Committee on Finance/3 minutes* ~ Request approval to apply for the CSDE Nita M. Lowey 21st Century Community Learning Centers Grant – L. Allen Brown, J. Frenis.

15. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement with IXL Learning, Inc. for Data Hub Setup, Configuration and Implementation – N. Albini.

16. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services for Math Teacher Training with Math Concepts, Incorporated – N. Albini.

17. *Committee on Finance/2 minutes* ~ Request approval of Construction Contract with Empire Paving, Inc. (RFP#8742) for Driggs Elementary Parking Lot Improvements – N. Albini.

18. *Committee on Finance/2 minutes* ~ Request approval of Construction Contract with N & S Electric, Inc. (RFP#8782) for theatrical lighting system upgrades at WAMS – N. Albini.

19. *Committee on Finance/2 minutes* ~ Request approval of Amendment #2 to the Professional Services Agreement with Catapult Learning, LLC for Waterbury Non-Public Schools (Title I) Tutoring Services – D. Biolo.

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

21. *Committee on Finance/3 minutes* ~ Grants Status Report – D. Biolo.

22. *Committee on Finance/10 minutes* ~ 2026/27 Operating Budget – Dr. Schwartz, D. Biolo.

23. *Committee on School Personnel/2 minutes* ~ Request approval of the new position of District-Wide Athletic Director – J. Mendoza.

24. *Committee on School Personnel/2 minutes* ~ Request approval of the new position of Assistant Director of Personnel and Talent Management – J. Mendoza.

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

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

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

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

a. Athletic appointments:

Name	*Position*	*School*	*Effective*
Tyson, Quintin	Head Football Coach	CHS	07/01/2026

b. Grant funded appointments:

Name	*Position*	*FT/PT*	*Rate*	*Union*	*Funding*	*Eff.*
Basile, David	Evening School Counselor Adult Ed (concurrent position)	PT	$36.00/hr	NON BOE	Adult Ed	05/07/26
Dinino, Robert	Evening Security Adult Ed	PT	$24.00/hr	NON BOE	Adult Ed	05/21/26
Kelly, Brandon	Network Specialist (12mth)	FT	$21.00/hr	UPSEU 69	Title I DW 25-27	05/07/26
Mason, Olivia	Parent Liaison-Kingsbury	FT	$20.97/hr	UPSEU 69	Title I DW 25-27	06/04/26
Ospalek, Patrick	Certified English Instr. Evening Adult Ed (concurrent position)	PT	$38.00/hr		Adult Ed	08/31/26

c. Miscellaneous appointments:

Name		*Assignment*	*Program*	*Location*
Cruess	Carla	Administrator	RMS Summer School	Rotella Magnet
Murphy	Amber	Teacher	21st Century	Bucks Hill

d. EAS Elementary School Summer School appointments:

Name		*Assignment*	*Location*
Abarzua	Lauren	Carrington	Gr. K
Guarda	Karen	Carrington	Gr. K
Robinson	Debra	Carrington	Gr. 1
Verrastro	Andrea	Carrington	Gr. 1
Munoz	Victoria	Carrington	Gr. 2
Parker	William	Carrington	Gr. 2
Sterling	Loraine	Carrington	Gr. 2
Crespo	Brianna	Carrington	Gr. 3
Rosado	Jeffrey	Carrington	Gr. 3
Sergi	Laura	Carrington	Gr. 3
Williams Iverson	Verretta	Carrington	Gr. 3
Edwards	Cara	Carrington	Gr. 4
Modeen	Brianne	Carrington	Gr. 4
DeSena	Deanna	Duggan	Gr. K
McCasland	Maureen	Duggan	Gr. K
Boucher	Jennifer	Duggan	Gr. 1
Dauti	Elvira	Duggan	Gr. 1
Ferreira	Zachary	Duggan	Gr. 1
Diodonet	Yamailys	Duggan	Gr. 2
McCarthy	Monica	Duggan	Gr. 2
Ouellette	Katelynn	Duggan	Gr. 2
Benzinger (Rose)	Nicole	Duggan	Gr. 3
Brown	Timothy	Duggan	Gr. 3
Royka	Samantha	Duggan	Gr. 3
Alves	Emely	Duggan	Gr. 4
Thibeault	Jolene	Duggan	Gr. 4

Mottola	Melissa	Gilmartin	Gr. K
Rizzo	Lisa	Gilmartin	Gr. K
Stoto	Ashley	Gilmartin	Gr. 1
Virdee	Robin	Gilmartin	Gr. 1
Azar Billini	Maria Alicia	Gilmartin	Gr. 2
Mancinone	Taylor	Gilmartin	Gr. 2
Monegro	Jessica	Gilmartin	Gr. 2
Ortiz	Marissa	Gilmartin	Gr. 2
Segarra	Israel	Gilmartin	Gr. 2
Teel	Makenzie	Gilmartin	Gr. 2
Ciccone	Melissa	Gilmartin	Gr. 3
McKenna	Eibhilin	Gilmartin	Gr. 3
Murph	Tyrone	Gilmartin	Gr. 3
Mancini	Mark	Gilmartin	Gr. 4
Torres	Soribel	Gilmartin	Gr. 4
Marte	Yaquira	Reed	Gr. K
Masters	Gail	Reed	Gr. K
Vasquez	Valerie	Reed	Gr. K
Chouinard	Alyssah	Reed	Gr. 1
Gardner	Tia-Simone	Reed	Gr. 1
Keane	Brandon	Reed	Gr. 1
Osei-bonsu	Robert	Reed	Gr. 1
Robalino	Alexandra	Reed	Gr. 1
Cruz-Gonzalez	Mayra	Reed	Gr. 2
Fino	Eileen	Reed	Gr. 2
Mannikko	Forest	Reed	Gr. 2
Nazario-Ugalde	Katherine	Reed	Gr. 2
Rendon-Moreno	Miguel	Reed	Gr. 3
Valentin	Crystal	Reed	Gr. 3
Whitney	Abigail	Reed	Gr. 3
Beveridge	Gabrielle	Reed	Gr. 4
Callahan	Tanner	Reed	Gr. 4
Comstock	Brian	Reed	Gr. 4
Osagie	Nancy	Reed	Gr. 4
Hawk	Kalyrin	Wendell	Gr. 1
McManus	Michael	Wendell	Gr. 1
Sperry	Lyndsy	Wendell	Gr. 1
Gasparri	Michelle	Wendell	Gr. 2
Marszalek-Baldyga	Julia	Wendell	Gr. 2
Pennacchio	Krista	Wendell	Gr. 2
Sodano	Bridgette	Wendell	Gr. 2
Neibel	Amy	Wendell	Gr. 3
Poulter	Dennis	Wendell	Gr. 3
Tejada	Felizaida	Wendell	Gr. 3
Parks	Eric	Wendell	Gr. 4
Salazar	Ashley	Wendell	Gr. 4

e. ESY Summer School appointments:

Teachers	
Bandelloni	Barbara
Giordano	Maureen
Grossman	Melissa
Hage	George (Sub)
Social Workers	
Atkins	Debra

Teachers	
Hernandez-Santiago	Cynthia
Mclean	Athena
Onofrio	Nicole
Quispe	Magda
Sp/Lang. Path.	
Fettinger	Johnna

Paraprofessionals		
Aird	Robert	Para 1
Barragan	Brenda	Para 1
Diaz Guillen	Cristina Maria	Para 1
Giordano	Elliot	Para 1

Paraprofessionals		
Bylyku	Alisa	Para 2
Cruz	Yailene	Para 2
Guerrera	Marnie	Para 2
Janatiss	Sherrie	Para 2

Gonzalez	Maria	Para 1	Johnson	Stephanie	Para 2
Lamb	Rachel	Para 1	Maia	Latoya	Para 2
Olliviere	Ji-Neal	Para 1	Massenburg	Lakeisha	Para 2
Velez	Tiffany	Para 1	Paz-Paniagua	Nathalie	Para 2
Williams	Sade	Para 1	Price	Deborah	Para 2
Zappone	Koren	Para 1	Rodriguez	Lisa	Para 2
			Swenson-Shanahan	Tiffany	Para 2

f. Food Service Summer Appointments:

Name	**Last Name**	**Positions**	**Site-Location**	**Rate**
Sherl	Knight	Site Supervisor	Bags Foundation	$16.94
Terri	Reis	Site Supervisor	Boys/Girls Club	$16.94
Sylvia	Lebron	Site Supervisor	Bucks Hill Annex	$16.94
Lubna	Azam	Site Supervisor	Carrington	$16.94
Marcelina	Ramos	Site Supervisor	Carrington	$16.94
Kim	Plude	Site Supervisor	Crosby/Wallace	$16.94
Agnes	Colon	Site Supervisor	Crosby/Wallace	$16.94
Donna	Synott Hassinger	Site Supervisor	Deenen Fryer (Hoops 4 Life)	$16.94
Elizabeth	Guisto	Site Supervisor	Duggan	$16.94
Terri	Brooks	Site Supervisor	Duggan	$16.94
Koreen	Sumpter	Site Supervisor	Fulton Park Pool	$16.94
Ciara	Pedraza	Site Supervisor	Gilmartin	$16.94
Marimar	Casanova	Site Supervisor	Gilmartin	$16.94
Maria	Saeteros	Site Supervisor	Hamilton Pool	$16.94
Griselda	Torres	Site Supervisor	Kennedy H.S.	$16.94
Mildred	Johnson	Site Supervisor	Kennedy H.S.	$16.94
Paula	Mucci	Site Supervisor	NEMS	$16.94
Elaine	Greco	Site Supervisor	Park Central	$16.94
Nola	Santiago	Site Supervisor	Reed	$16.94
Suzan	Strickland	Site Supervisor	Reed	$16.94
Iveliesse	Conception	Site Supervisor	Rivera Memorial	$16.94
Terra	Saunders	Site Supervisor	Rotella	$16.94
Caroline	Thorpe	Site Supervisor	Rotella	$16.94
Diane	Martone	Site Supervisor	Washinton Park House/Pool	$16.94
Raymond	McCusker	Site Supervisor	Waterbury Pal	$16.94
Alice	Pinto	Site Supervisor	Wendell Cross	$16.94
Robin	Capozio	Site Supervisor	Wendell Cross	$16.94
Maria	Rivera	Site Supervisor	West Side M.S.	$16.94
Marcelina	Visciano	Site Supervisor	West Side M.S.	$16.94
Myra	Acuna	Site Supervisor	Wilby High School	$16.94
Chaileen	Rodriguez	Site Supervisor	Wilby High School	$16.94
Seritha	Anglin	Site Supervisor	WOW	$16.94
Mandi	Dreher	Site Supervisor	YMCA-Rose Hill	$16.94
Maria	Rego	Monitor	Central Office	$18.24
Amy	Daugerdas	Monitor	Central Office	$18.24
Patricia	Lowe	Monitor	Central Office	$18.24
Elaine	Lepore	Monitor	Central Office	$18.24
Linda	Generali	Packing	Central Kitchen	$16.35
Chastity	Hernandez	Packing	Central Kitchen	$16.94
Wanda	Torres	Packing	Central Kitchen	$16.94
Zara	Morales	Packing	Central Kitchen	$16.94
Debbie	Finke	Manager	Central Office	$39.00
Isabel	DeSousa	Coordinator	Central Office	$35.50

g. Adult Education summer appointments effective July 1, 2026:

NAME		**POSITION**	**HRS/RATE**
ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):			
Basile	David	Substitute	As needed @ $37.00 p/hr.

Mobilio	James	Social Studies Instructor	16 hrs. p/wk. @ $37.00 p/hr.
Moreau	Margaret	Math Instructor	16 hrs. p/wk. @ $37.00 p/hr.
Person	Jocelyn	Science Instructor	16 hrs. p/wk. @ $37.00 p/hr.
Rossi	Stephen	English Instructor	16 hrs. p/wk. @ $37.00 p/hr.
CT ADULT VIRTUAL HIGH SCHOOL:			
Barbieri	Stephen	Coordinator	5 hrs. p/wk. @ $32.42 p/hr.
AHSCDP INDEPENDENT PROJECTS:			
Curci	Joseph	Human Biology	10 hrs. p/wk. @ $37.00 p/hr.
Highsmith	Carolyn	Health & Disease	10 hrs. p/wk. @ $37.00 p/hr.
Mottillo	Carissa	Reading; English Usage	20 hrs. p/wk. @ $37.00 p/hr.
Volikas	Katherine	Career Education	10 hrs. p/wk. @ $37.00 p/hr.
ADULT BASIC EDUCATION (ABE)/ GENERAL EDUCATION DEVELOPMENT (GED):			
Baranowski	Judith	ABE Instructor	16 hrs. p/wk. @ $37.00 p/hr.
McDonald	Brian	GED Instructor	16 hrs. p/wk. @ $37.00 p/hr.
GUIDANCE STAFF:			
Aucella	Laurence	ESL School Counselor	16 hrs. p/wk. @ $37.00 p/hr.
Jordan	Ellen	School Counselor	16 hrs. p/wk. @ $37.00 p/hr.
Volikas	Katherine	School Counselor	16 hrs. p/wk. @ $37.00 p/hr.
Patterson	Delories	Guidance Secretary	16 hrs. p/wk. @18.00 p/hr.
English as a Second Language (ESL):			
Gianelli	Denise	ESL Instructor	16 hrs. p/wk. @ $37.00 p/hr.
Salgado	Roberto	ESL Instructor	16 hrs. p/wk. @ $37.00 p/hr.
Stinson	Rebecca	ESL Instructor	16 hrs. p/wk. @ $37.00 p/hr.
Literacy, Adult and Community Education Systems (LACES):			
Monaco	Roxanne	Administrator	12 hrs. p/wk. @ $42.33 p/hr.
TECHNOLOGY:			
Santoro	Joseph	Computer Analyst	30 hrs. p/wk. @ $26.00 p/hr.
EDUCATIONAL AIDES:			
Pelletier	Laurie	GED	16 hrs. p/wk. @ $24.00 p/hr.
SantaBarbara, Sr.	Louis	Resource Room/Registration	16 hrs. p/wk. @ $24.00 p/hr.
GED EXAMINATION:			
Bacik	Madeleine	CBT Test Administrator	As needed @ $30.21 p/hr.
Felton	Tanya	CBT Test Administrator	As needed @ $23.52 p/hr.
Rinaldi	Nancy	CBT Test Administrator	As needed @ $23.52 p/hr.
Iasevoli	Luigi	Saturday Security	As needed @ $24.00 p/hr.
SECURITY:			
Iasevoli	Luigi	Security	35 hrs. p/wk. @ $24.00 p/hr.
CUSTODIAL/AIDES:			
Cintron	Cameron	Security/Custodial Aide	35 hrs. p/wk. @ $17.24 p/hr.
Evon	Randy	Security/Custodial Aide	35 hrs. p/wk. @ $17.24 p/hr.
Iaiennaro	Michael	Security/Custodial Aide	35 hrs. p/wk. @ $17.24 p/hr.
Iasevoli	Peter	Head Custodian	35 hrs. p/wk. @ $17.24 p/hr.
McLean	William	Security/Custodial Aide	35 hrs. p/wk. @ $17.24 p/hr.

h. Resignations/non-renewal:

Name	*Assignment*	*Effective*
Kenney, Kailyn	Wendell Cross/Grade 5	06/30/26
Pantoni, Elizabeth	WCA/Spanish	06/30/26
Stevens, Robert	CHS/Automotive Tech Education (retired teacher non-renewal)	06/30/26

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk

Wilby High School Robotics Team

2025-26 Season Wrap-up

Team 8889 Project W

Key accomplishments:

-doubled team membership: numbers up to **16 active students**

-students participated in UCONN programming workshops in off-season

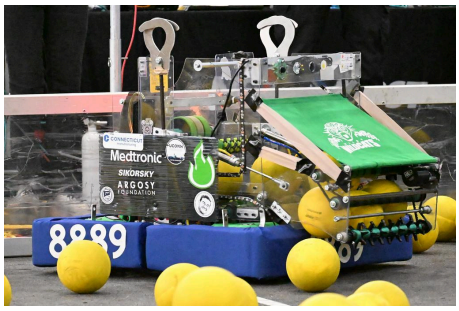
-designed and built quality, competitive robot in 8 weeks

-competed in 2 District events **Waterbury & Hartford**

-first round draft pick alliance 8

-**Gracious Professionalism Award**

-alliance Captain 6 at Hartford event



-qualified for **NE District Championship** Springfield

-qualified for **CIAC State Robotics Championship**

-***Waterbury **City Robotics Championship** winners!!***

-awarded CT State Department of Education Mini-grant *(2 years)*







WATERBURY PUBLIC SCHOOLS

8889 FIRST

Wilby High School Robotics Project W

CONNECTICUT manufacturing

UCONN WATERBURY

WATERBURY
PUBLIC SCHOOLS



FIRST Robotics Team

Wilby High School Robotics Team

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WATERBURY PUBLIC SCHOOLS

REBUILT

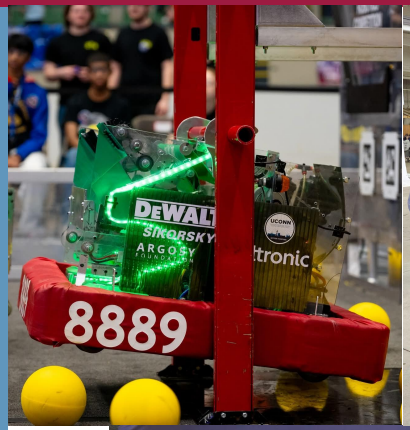
8889 FIRST

Wilby High School Robotics Project W

CONNECTICUT manufacturing

UCONN WATERBURY

WATERBURY PUBLIC SCHOOLS



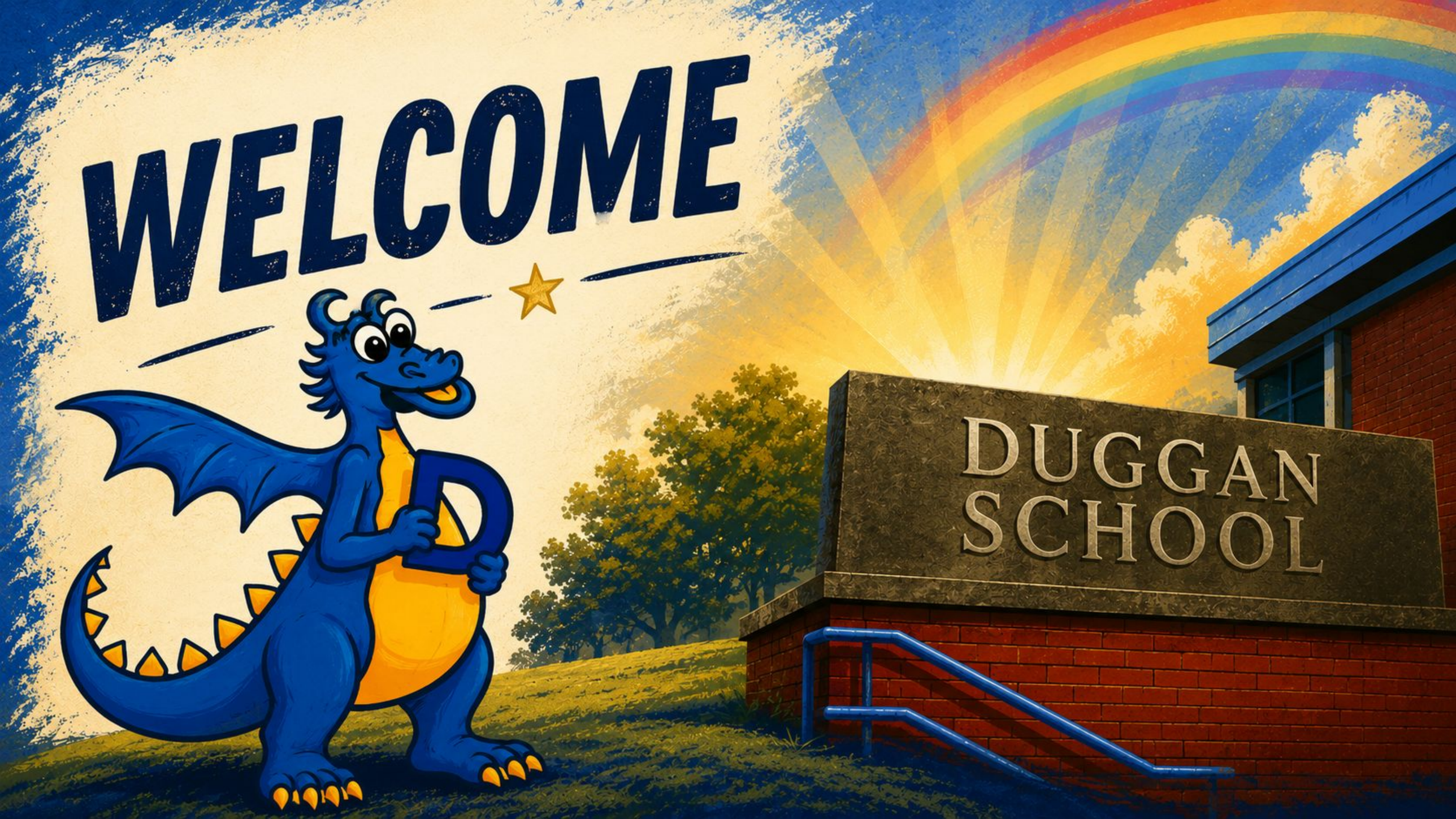






WATERBURY
PUBLIC SCHOOLS




WELCOME
DUGGAN
SCHOOL

Duggan Pre-K - Grade 8

STUDENT DEMOGRAPHICS & POPULATION PROFILE

KEY DEMOGRAPHIC RATES

33%
Mobility Rate

27%
Special Education

20%
ML Learners

8%
Combined: ML & Special Ed Learners (Both)

STUDENT POPULATION breakdown

70% Hispanic

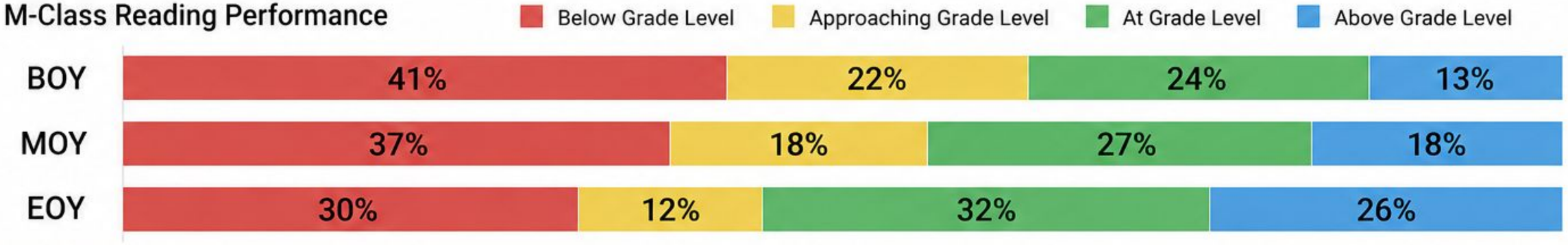
22% Black/African American

7% White

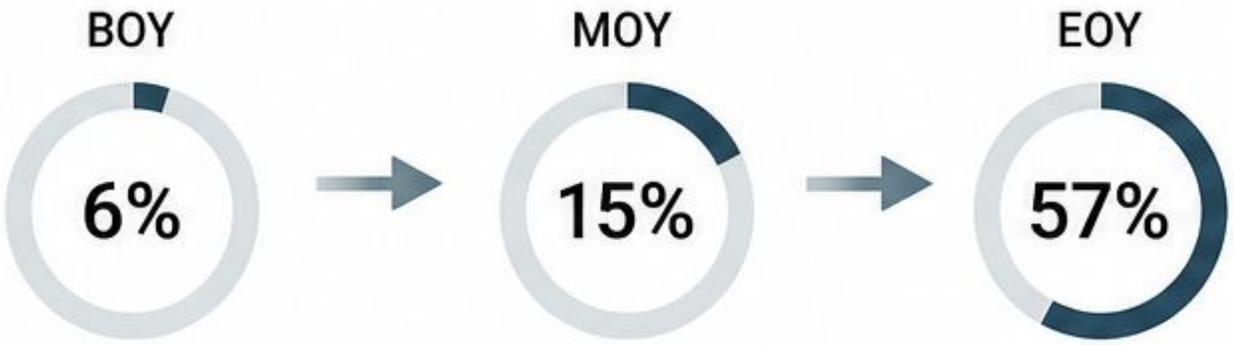
1% Asian

READING PERFORMANCE GROWTH

M-Class Reading Performance

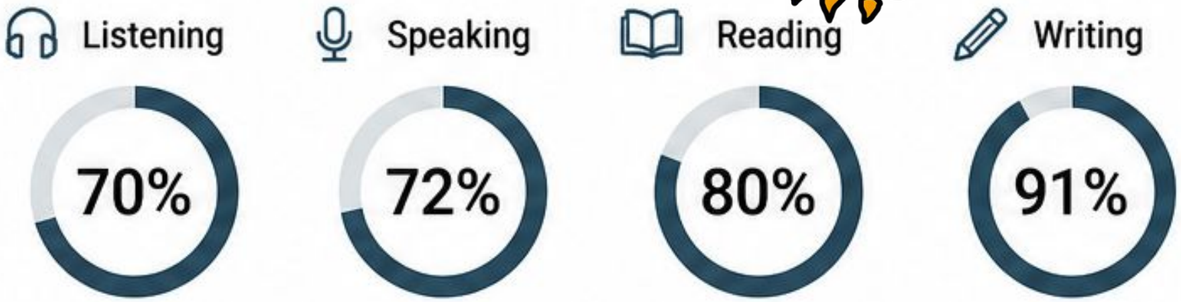


I-Ready Math Category Growth

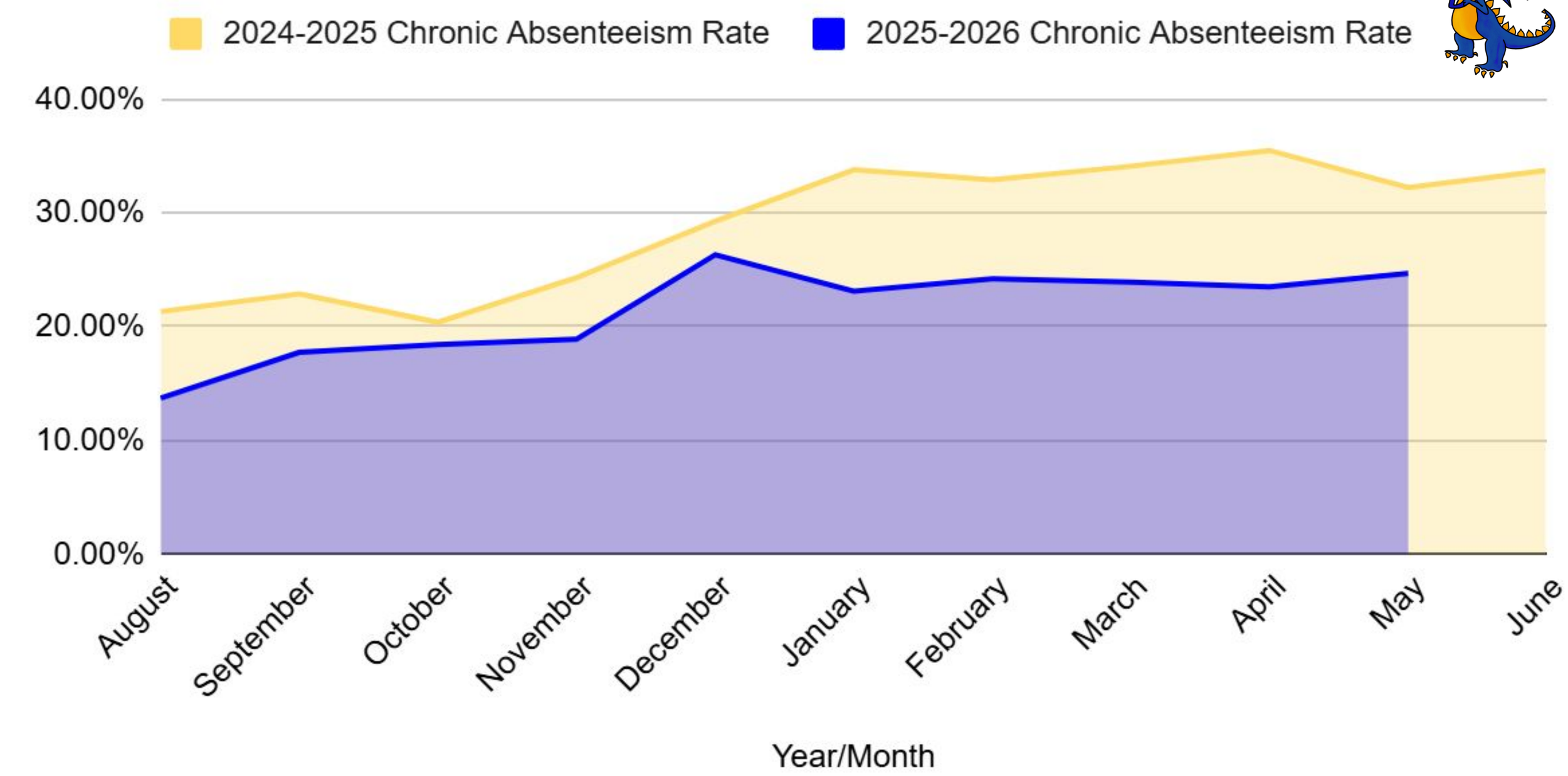




LAS Links English Proficiency



2024-2025 Chronic Absenteeism Rate and 2025-2026 Chronic Absenteeism Rate





"PINK OUT"
SAINT MARY'S
HOSPITAL FOUNDATION



"ORANGE DAY"
UNITED WAY OF
GREATER WATERBURY





THE GATHERING
2025

EMBRACING OUR COMMUNITY



CONNECTICUT CHILDRENS
FOUNDATION PAJAMA DAY

PJ DAY
for the Kids



DUGGAN MULTICULTURAL
DAY

25-26 HIGHLIGHTS



WATERBURY MIDDLE SCHOOL CITY-WIDE MATH COMPETITION - TEAM SOARING DRAGONS



WPD CHEIF SPAGNOLO VISTIS OUR 3RD GRADE STUDENT WHO IS ASPIRING TO BECOME A POLICE OFFICER!



SUPPORTING OUR DUGGAN ALUMNI WHO WILL TRAVEL WITH KENNEDY HIGH TO HAWAII



STUDENTS CELEBRATED THE 100TH DAY OF SCHOOL WITH SPECIAL GUESTS WHO ARE 100 YEARS OLD!

DUGGAN CELEBRATES...

ML ICE CREAM PARTY





IREADY & MCLASS SUCCESS



PBIS EVENTS







PERFECT ATTENDANCE





LAUNDRY PROGRAM



ESH PICASSO PAINTING







21ST CENTURY PROGRAM

COOKING CLASS





STUDENT COUNCIL CAN DRIVE



MORNING TUTORING



COMMUNITY FOOD PANTRY

BOOST







STEM NIGHT





BEECONOMY



Waterbury Public Schools

Educational Specifications

for Pre-K School

June 2026

Dr. Darren Schwartz, Superintendent of Schools
Nicholas Albini, Chief Operating Officer
Doreen Biolo, Chief Financial Officer
Amy Simms, Principal
Maureen Bergin, Supervisor of Early Childhood Education
Mike Konopka, School Inspector
Will Zhuta, Supervisor of Management
Dan Barry, Director of Safety and Security
Adam Shaban, Food Services
Jeff Hunter, Busing/Crossing Guard Coordinator
Friar Architecture Inc.

DRAFT

DRAFT

Table of Contents

Project Rationale **5**

Project Rationale 5

Long Range Educational Plan **8**

Long Range Educational Plan 8

Pre-K Learning / Educational Plan **10**

Pre-K Learning / Educational Plan 10

Capacity Data **13**

Capacity Data 13

Operating Enrollment at Completion of Project 14

Site Development **16**

Site Development 16

Building Systems **17**

Building Systems 17

Interior Building Environment **20**

Interior Building Environment 20

Academic Programs 21

Administration 31

Nurse's Suite 40

Food Services 41

Indoor Play Area 42

Support Spaces 43

Additional Information **44**

Construction Bonus Requests 44

Community Uses 44

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Project Rationale

The new Waterbury Pre-K School is designed to be a multi-functional center that serves students and the broader community throughout the entire year. Choosing to enroll a child in Pre-K is often the first major "educational" milestone for a family. While it might seem like a lot of "organized play," those early years are actually a critical window for brain development. The **"Hidden" Benefit:** One of the greatest educational gains is **Curiosity**. By making learning feel like a series of "wins" and discoveries, Pre-K fosters a positive association with school that can last a lifetime. In addition, this facility will also benefit students from birth to 3 years of age. Preschool is a structured environment for infants and toddlers that provides a critical foundation that is difficult to replicate at home. A high-quality early childhood environment for the birth-to-three age group exposes students to a “mini society” earlier than their peers. Research shows that the sheer volume of words a child hears before age three directly impacts their future literacy.

Foundational Academic Skills

While it is not about intense testing, Pre-K introduces the building blocks of literacy and logic through "play-based learning". Pre-K is not just about learning ABCs; it is about developing the cognitive pathways that make future learning possible.

- **Pre-math skills:** Sorting objects by color or size, counting, and recognizing patterns.
- Language development: Exposure to new vocabulary through storytelling and peer interaction.
- **Fine motor skills:** Using scissors, crayons, and clay to strengthen the hand muscles needed for writing later on in development.
- **Emergent Literacy:** Instead of rote memorization, children learn the concept of print. They realize that letters form words and words tell stories. This includes phonological awareness—the ability to hear and manipulate sounds in language.
- **Logical Reasoning and Pre-Math:** Through "manipulatives" (such as blocks or beads), children grasp physical concepts of quantity, volume, and geometry long before they see an equation.
- **Inquiry-Based Learning:** Pre-K encourages "Executive Function"—the ability to plan, focus attention, and remember instructions. This is often taught through science experiments or building projects.
- **Vocabulary Expansion:** Children in a classroom setting are exposed to a "richer" linguistic environment, often learning hundreds of new words through themed units (e.g., space, underwater life, or community helpers).

Social and Emotional Maturity

In a home environment, a child is often the center of attention. Pre-K introduces them to a community where they must learn new skills. In many ways, the social "soft skills" learned in Pre-K are more predictive of long-term success than early reading.

- **Share and Cooperate:** Navigating toys and teacher attention helps build empathy.
- **Regulate Emotions:** Teachers provide a safe space for children to manage "big feelings" when things don't go their way.
- **Build Independence:** Learning to take off their own coat or clean up their station builds significant self-esteem.
- **Social Perspective-Taking:** This is the age where children move from "parallel play" (playing near each other) to "cooperative play" (playing with each other). They learn to

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understand that other people have different feelings and perspectives.
- **Conflict Resolution:** In a supervised setting, children learn to use their words to solve problems rather than resorting to physical impulses. Teachers facilitate "restorative" conversations when a toy is taken or a feeling is hurt.
- **Independence and Agency:** Simple tasks like hanging up a backpack or choosing a learning center help a child see themselves as a capable individual, reducing "separation anxiety" when they eventually head to full-day Kindergarten.
- **Diversity and Inclusion:** Pre-K is often a child's first encounter with peers from different cultural, linguistic, or economic backgrounds, fostering early habits of tolerance and curiosity.

Expanding on the previous points, the benefits of Pre-K can be categorized into two main pillars:

- The **Educational** (cognitive and academic) and
- The **Social** (interpersonal and emotional)

Both pillars work together to build a "whole child" who is ready for the rigors of primary school. Beyond the classroom skills and playground manners, Pre-K offers profound psychological advantages that shape a child's "inner architecture." This stage is less about what they know and more about **who they believe they are** in relation to the world.

The "Student" Mindset

Pre-K acts as a bridge between the freedom of home and the structure of Kindergarten. It introduces the **rhythm of a school day**, including:

- **Following** multi-step instructions.
- **Transitioning** between activities (e.g., moving from playtime to circle time).
- **Learning** to sit and focus for short, age-appropriate increments.

Brain Development & Equity

Research consistently shows that children who attend high-quality Pre-K programs enter Kindergarten with higher readiness scores.

- **Closing the Gap**: It ensures all children start on a level playing field, regardless of their background.
- **Neuroplasticity**: Between the ages of 3 and 5, the brain is incredibly "plastic," meaning it is primed to absorb new information and social cues more efficiently than at any other time in life.

Here are the core psychological benefits of a quality Pre-K environment:

Developing "Self-Efficacy"

Psychologically, Pre-K is a training ground for **self-efficacy**—the belief in one's own ability to succeed.

- **Small Wins:** Completing a puzzle, pouring their own milk, or zip-up a jacket provides a dopamine hit that reinforces a "can-do" attitude.
- **Competence:** When a child realizes they can function without a parent, their internal narrative shifts from "I am taken care of" to "I am capable."

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Emotional Regulation and Resilience

The Pre-K years are the peak of the "limbic" stage, where emotions are intense and logical processing is low.

- **The "Safety Net" for Failure:** In a controlled setting, failing at a task (like a block tower falling) is not a catastrophe. Teachers help children "name it to tame it," moving the emotional response from the amygdala to the prefrontal cortex.
- **Delayed Gratification:** Waiting for a turn at the swing or for snack time builds the "patience muscle," which is a key psychological predictor for long-term academic and professional success.

Formation of Secure Non-Familial Attachments

Psychological health relies on the ability to form "secondary attachments."

- **Trusting Others:** Learning that a teacher (a non-parent adult) can be a source of safety and comfort helps a child develop a secure attachment style.
- **Social Safety:** It teaches the brain that "strangers" can become "community," which reduces baseline anxiety in new environments later in life.

The Transition from Egocentrism

- **Theory of Mind:** Pre-K hastens the development of "Theory of Mind"—the psychological understanding that others have different thoughts, secrets, and motives.
- **Reduced Social Anxiety:** By understanding that others have their own "internal worlds," children often become less self-conscious and more empathetic.

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Long Range Educational Plan

This comprehensive framework outlines the educational and structural requirements for a new Pre-K facility. This plan serves as a roadmap to ensure that the new construction aligns with both the immediate needs of early childhood learners and the district's long-term strategic vision.

Goals and Objectives of the Educational Program

The primary goal is to provide a high-quality, inclusive, and developmentally appropriate learning environment that prepares students for Kindergarten and beyond.

- **Holistic Development:** Focusing on the "whole child" through social-emotional, cognitive, and physical growth.
- **Literacy and Numeracy Readiness:** Implementing evidence-based curricula to bridge the achievement gap before Grade 1.
- **Inclusionary Excellence:** Ensuring that students with disabilities are educated alongside their peers in the Least Restrictive Environment (LRE).
- **Community Engagement:** Creating a "hub" for families to access resources, workshops, and early intervention services.

Organizational Pattern for the School System

The district operates under a **centralized early childhood model**. While K-12 follows a traditional neighborhood school structure, the Pre-K program is organized as follows:

- **Grade Configuration:** Pre-K (Ages 3–5).
- **Supervision:** A dedicated Early Childhood Director overseeing the site to ensure specialized instructional leadership.
- **Support Services:** On-site integration of Speech, Occupational, and Physical Therapy services to streamline the student experience.

Plans for Year-Round Schooling

Currently, the district **does not intend** to transition the entire school system to a year-round calendar. However, the proposed Pre-K building will be designed for multi-seasonal use to support:

- **Extended School Year (ESY):** Services for students with Individualized Education Programs (IEPs).
- **Summer Bridge Programs:** Enrichment for "at-risk" learners during July and August.
- **Climate Control:** The facility will feature full HVAC and high-efficiency insulation to ensure comfort during potential future shifts in scheduling.

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Relationship to Regional Plans for School Utilization

The proposed project is a key component of the regional cooperative agreement.

- **Regional Capacity:** This building will help alleviate overcrowding in neighboring elementary schools by relocating Pre-K classrooms to a dedicated site.
- **Resource Sharing:** The district has entered into a memorandum of understanding (MOU) with neighboring towns to offer a limited number of "tuition-based" seats, maximizing building utilization and regional collaboration.

Relationship to the Long-Range Plan

This construction project is the cornerstone of the district's "2030 Strategic Facilities Plan."

- **Primary Education Realignment:** By moving Pre-K to a new facility, the district can convert existing classrooms in elementary buildings back into specialized labs (STEM, Art, Music) that were previously lost to rising enrollment.
- **Modernization:** This building sets the architectural and technological standard for all future district renovations.

Projected Utilization Period

The Board of Education projects that this building will remain a functional, primary asset for at least **50 years**.

- **Adaptability:** The internal walls are designed to be non-load-bearing where possible, allowing for future reconfiguration if educational pedagogical trends shift.
- **Sustainability:** Using durable, low-maintenance materials ensures the physical plant remains viable through the middle of the 21st century.

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Pre-K Learning / Educational Plan

Early childhood education from **Birth to Age 3** and through **Pre-K** (ages 3–5) is centered on the concept of **"Play as Work"**. During these years, the brain forms millions of neural connections every second through sensory experiences and responsive relationships. Pre-kindergarten (ages 4–5) is a critical window where **90% of brain development** occurs. At this stage, children are shifting from simple play to more structured exploration, asking "why" and "how" about everything. The most effective Pre-K activities balance **structured learning** (literacy and math) with **unstructured play** (social-emotional and motor skills).

Birth to 12 Months: The Sensory Explorer

At this stage, learning is about building trust, sensory awareness, and basic motor skills.

- **Tummy Time:** Essential for strengthening neck and shoulder muscles. Place high-contrast (black and white) cards or a mirror in front of them to encourage head-lifting.
- **Visual Tracking:** Move a brightly colored rattle slowly from side to side 8–10 inches from their face to help develop eye-tracking and focus.
- **Narrated Routines:** Talk through everything you do ("I am putting on your blue sock now"). This builds the "receptive language" foundation they need before they can speak.
- **Object Permanence Games:** Classic Peek-a-boo or hiding a toy under a soft cloth helps babies understand that things still exist even when they can't see them.

12 to 36 Months: The Active Investigator

Toddlers are driven by a need for independence and an obsession with "cause and effect."

Cognitive & STEM Activities

- **The "Dump and Fill" Station:** Use plastic bins with measuring cups and dry pasta (or water). It teaches volume, gravity, and fine motor control.
- **Sorting & Categorizing:** Provide a basket of socks or plastic animals. Ask them to find "all the blue ones" or "the big ones."
- **Block Engineering:** Simple stacking and—more importantly—knocking over towers teaches the basics of physics and spatial awareness.

Literacy & Language Activities

By age 5, most children can recognize their name, recite the alphabet, and use sentences of 5–8 words.

- **The Name Hunt:** Write letters of their name on sticky notes and hide them around the room. Have them find the letters and arrange them in the correct order.
- **Rhyme Time:** Play "I Spy" with a twist - "I spy something that rhymes with log." (i.e. dog, frog).

DRAFT

- **Story Retelling:** After reading a book, ask them to "be the teacher" and tell you what happened first, next, and last.
- **Sensory Writing:** Put salt, flour, or sand in a shallow tray. Have them use their finger or a paintbrush to "write" letters and numbers.

Math & Logic (Numeracy)

Pre-K math is about more than just counting; it's about one-to-one correspondence (understanding that the number "3" represents three physical objects).

- **Sticky Note Match:** Draw dots (1 to 10) on a large piece of paper taped to the wall. Give your child sticky notes with the corresponding numbers to match over the dots.
- **Pipe Cleaner Beads:** Label pipe cleaners with numbers 1–10. Have the child thread the matching number of beads onto each one.
- **The Sorting Box:** Give them a bin of mixed items (buttons, toy cars, leaves). Ask them to sort by one attribute at a time: first by **color**, then by **size**, then by **shape**.

STEAM (Science & Engineering)

These activities foster curiosity and basic problem-solving skills.

- **Ice Age Rescue:** Freeze small plastic dinosaurs or toys in a block of ice. Provide warm water, salt, and "tools" (spoons) to help them "excavate" the toys.
- **Sink or Float?:** Fill a tub with water and gather household objects (cork, coin, leaf, toy). Ask for a prediction before dropping each one in.
- **Shadow Play:** Use a flashlight in a dark room to explore how moving an object closer to the light makes its shadow bigger or smaller.

Physical & Motor Skills

Fine motor skills (fingers) are essential for writing, while gross motor skills (limbs) build confidence and health.

- **Kick the Cup:** Label plastic cups with letters or numbers. Call out a target ("Kick the 'A'!") and have them try to knock it over with a soft ball.
- **"Save the Animals":** Wrap toy animals in masking tape or string and ask the child to "rescue" them. This is excellent for **pincer grip** and finger strength.
- **Animal Yoga:** Call out an animal and have them imitate the pose: "Cat" (arching back), "Flamingo" (balancing on one foot), or "Snake" (slithering).

Top Educational Digital Tools (2026)

If you use screen time, choose "active" learning apps rather than passive videos:

- Khan Academy Kids: Entirely free, covering math, reading, and social-emotional skills.
- **Pok Pok:** Montessori-inspired, open-ended play with no "winning" or "losing"—great for creative focus.

DRAFT

- **Endless Alphabet:** Excellent for vocabulary and letter sounds through interactive "monster" puzzles.
- **PBS Kids Games:** Features familiar characters and focuses heavily on STEM and emotional regulation.

Pro-Tip for Parents

At this age, **curiosity is more important than correctness**. If they "spell" a word wrong or count a bit out of order, focus on the effort and the process. Their brain is building the "wiring" for these concepts through the trial and error of play.

What specific area are you looking to focus on—preparing for Kindergarten, or just looking for fun weekend projects?

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Capacity Data

Waterbury Public School's current Pre-K facility houses 290 students in 11 classrooms. This project calls for the construction of a new facility to serve approximately 578 students from birth - 3 and Pre-K 3/4. Waterbury Public Schools plans to transfer six (6) classrooms to the new facility from three elementary schools (Kingsbury, Maloney, and Sprague) that have two (2) Pre-K classrooms each. This new school would allow the City to house the programs in one facility and add additional programs as well such as a Transitional Kindergarten class.

Waterbury Public Schools would also add services to a growing special needs population, adding more full day Pre-K opportunities to present and additional students, and expanding the program to students due to a presently undersized school. This new facility is critical in the context of addressing children's developmental needs as this is presently an under-served group of children as they enter kindergarten. The design will need to incorporate indoor learning opportunities and amenities as well as outdoor exploration growth and development, both in a safe and welcoming environment.

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Operating Enrollment at Completion of Project

	Classroom Type	AM	PM	Full Day	Total
1	Pre-K			18 (16 Gen / 2 SPED)	18
2	Pre-K			18 (16 Gen / 2 SPED)	18
3	Pre-K			18 (16 Gen / 2 SPED)	18
4	Pre-K			18 (16 Gen / 2 SPED)	18
5	Co-Taught 3	18 (9 Gen / 9 SPED)	18 (9 Gen / 9 SPED)		36
6	Co-Taught 3	18 (9 Gen / 9 SPED)	18 (9 Gen / 9 SPED)		36
7	Co-Taught 3	18 (9 Gen / 9 SPED)	18 (9 Gen / 9 SPED)		36
8	Co-Taught 3	18 (9 Gen / 9 SPED)	18 (9 Gen / 9 SPED)		36
9	Early Start Co-Taught 4			18 (9 Gen / 9 SPED)	18
10	Early Start Co-Taught 4			18 (9 Gen / 9 SPED)	18
11	Co-Taught 4			18 (9 Gen / 9 SPED)	18
12	Self-Contained 3	10 (SPED)	10 (SPED)		20
13	Self-Contained 3 / 4 "Full Day"			12 (SPED)	12
14	Self-Contained 3 / 4 "Full Day"			12 (SPED)	12
15	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
16	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
17	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
18	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
19	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
20	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24

DRAFT

21	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
22	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
23	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
24	Self-Contained 3 / 4 AM/PM	12 (SPED)	12 (SPED)		24
25	Transitional Kindergarten AM / PM	12	12		24

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Site Development

The following is a general description of the site requirements:

- Parking:
  - Provide parking below in parking garage for faculty and stuff use only.
  - Provide site parking for all visitors and staff that drive to the building.
  - Additional parking for assembly activities and visitors.
  - ADA and other code requirements shall be addressed in design of parking.
  - Parking spaces for parent drop off for Pre-K drop off / pick up.
  - Electric vehicle charging stations as required.
  - Solar canopy structures over parking areas
- Drives:
  - Consideration to be given to community access, parking locations and student safety.
  - Access drives to allow for safe bus drop off and pick up.
  - Heavy duty pavement at all bus lanes.
  - Guardrails at perimeters of all parking areas and drive aisles.
  - Separate the bus and part drop offs.
  - Secure driveway entry gates with access control.
  - Permeable paving in selected parking or walkway areas
- Walkways:
  - To be featured around the perimeter of the building.
  - Student safety is a key concern in design of walkways as well as ADA compliance.
  - Concrete walks with integral CIP concrete curbs.
- Landscaping:
  - Outdoor education space incorporated into the site layout.
  - Nature based learning gardens / STEM landscape zones
  - Vegetation along the streets to provide protection and privacy.
  - Low maintenance landscaping with shrubs and mostly ornamental grass (low water and no maintenance).
  - Decorative gateway entry feature / signage monument
- Playscape(s):
  - Provide a minimum of two (2) 3,000 square feet accessible playgrounds for Pre-K aged students.
  - Play areas to be fenced in with appropriate security measures.
  - Shade structures at playground and student waiting areas (bus loading zones, parent drop off, etc.)
  - Inclusive sensory playground equipment.
- Fencing with privacy slats along perimeter of the site.
- New bike racks will be installed along the front of the main entrance.
- Provide exterior signage at all entrances and provide appropriate way finding signage throughout the site.
- Dedicated space to plow snow.
- Dedicated space for HVAC equipment on the ground.
- Separate secured service / delivery access point / loading dock.

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Building Systems

MECHANICAL SYSTEM

- Chiller system for cooling. Located to mitigate noise and vibration.
- Provide heat piping and insulation throughout the building
- Provide ventilation system. System to be sized for code minimum ventilation requirements.
- DOAS units for air control (fresh air, filtration, dehumidification, pre-heating,etc.)
- Provide digital controls system for HVAC equipment and appurtenances.
- Provide testing and balancing and commissioning of systems
- All spaces to receive air conditioning.

SECURITY SYSTEM

- Full facility security system (interior and exterior)
- Grade level windows to have School Guard grade glazing and/or safety film.
- Intrusion detection for after school/business hours
- Interior and exterior security cameras to cover the entirety of the building
- Motion sensors in all corridors
- AiPhone at all main entrances with card readers
- AiPhone at all delivery entrances
- Alarm/sensors at all exterior doors (sound alarm). Sensors to be connected to the security system.
- Card reader access at interior lobby doors and waiting room doors.
- Man trap with bullet resistant transaction window at main entrance vestibule. Interlocked doors with access control.
- Lockdown alert system with panic button(s) at main office. Allow for access by emergency personnel. S2 access control and announcement through fire system.
- Doors with vision panes to have one-way viewing film
- Classroom doors to have interior locks
- All exterior windows to have shades
- Gateway and fob access for main office staff
- Site security:
  - Cameras in the parking areas, bus loop and parent drop off.
  - Bollards between traffic, connecting corridors and building entrances.
  - Exterior site fencing to separate from adjacent properties and streets.
  - Fenced in playground(s). Minimum 8 feet tall with privacy slats and security cameras.
- Repeater for all emergency staff radios
- Alarm system / PA system in large indoor play area for announcements.
- Design the plan in such a away to prevent access to instructional areas of the school when community events take place in assembly areas during non-school hours.
- AED units within Nurse's Suite and Indoor Play Area

LIGHTING SYSTEM

- Efficient and appropriate natural lighting will be maintained within the facility as appropriate for the programmatic use of the spaces.
- Floor level natural lighting opportunities to be provided in classrooms.
- Motion sensors and dual switching will be installed in classrooms.
- Use LED light fixtures throughout.
- Security lighting for both interior and exterior of the building.
- Emergency back-up via local battery ballasts

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ELECTRICAL SYSTEM

- Power to be provided by the local utility company.
- Distribution to include customer utility metering as well as load metering for plug loads, lighting, mechanical equipment, etc.
- A standby generator shall be provided to maintain heating and other essential building loads.
- Alternate energy source will be considered for this project. (Example would be photo voltaic cells located on the roof)

PUBLIC ACCESS

- The Public Address (PA) system to be provided in all instructional and support spaces.
- The PA system to be developed in conjunction with the phone, clock, data and voice and video systems of the school.

TECHNOLOGY

- Typical 75" touchscreen in each classroom
- Teacher's station with adjacent HDMI, data and power and laptop docking station.
- Chromebook cart and storage for chromebooks in each classroom
- The most up to date voice/video/data systems to be included in all instructional and support spaces. A WAN to be networked to the other schools and Board of Education Offices within the City of Waterbury

PHONE SYSTEM

- Phones to be installed in every room of the school occupied by teachers or students at any given time, including all support and instructional spaces.
- Phone system to be tied into the PA system.
- A typical user will have the capability to call room to room or access outside local and long-distance lines using access codes.

CLOCKS

- Wireless wall mounted clock system
- All support and instructional spaces to include clocks

PLUMBING SYSTEM

- The plumbing fixtures / system will be designed per current and applicable codes.
- Fixtures to be self-operating
- Copper piping to be used for all domestic water.
- Dedicated water heater(s) to service the entire building.

FIRE PROTECTION SYSTEM

- The building is to be fully protected by a sprinkler system installed per NFPA 13.

FIRE ALARM SYSTEM

- The building will be protected by a fully addressable analog, manual and automatic fire alarm system.
- System design must be 100 percent compatible with the current district standard.

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ACOUSTICS

- Suspended acoustical ceilings will be installed throughout the building with the exception of the Vestibule and toilet rooms.
- Corridor, play area, kitchen, classroom and office walls to provide adequate separation for sound control.

WINDOWS AND DOORS

- All windows are to be high efficiency, low-e glass.
- Emergency egress windows and rated doors will be installed in accordance with applicable codes.

BUILDING EXTERIOR

- Materials to be appropriate for long term wear and maintenance.
- Aesthetics to match or complement neighborhood architecture.
- Energy efficient envelope

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Interior Building Environment

The following is a general description of each space, it is understood that all spaces, other than storage will be built with the following items included:

- Air conditioned and adequate air ventilation to meet current codes
- Fire alarm system with horn/strobe and voice T.T.S. interior and exterior
- School-wide intercom system, interior and exterior and linked with the emergency notification system
- Sprinkler system to meet current codes
- Emergency lighting as required by code
- Semi-darkening, manual shades on all windows
- Vision panes in classroom doors with one-way viewing film
- Soft color, dimmable LED lighting
- Acoustical insulation for soundproofing
- ANSI compliant building standards
- Wall mounted clock tied into PA system
- Wireless / internet access
- Multiple convenience outlets - with childproof capabilities in areas accessible to students
- Desktop phone system tied in PA system
- Optimal natural light and ventilation

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Academic Programs

Pre-K Classroom	
NAEYC Req'd SF	756 sf (each) (42 sf per student)
Proposed SF	950 sf (each)
Number of Rooms	Four (4) Classrooms
Number of Students	18 Full Day
Classroom Technology	• Interactive display with sliding enclosure with lock • Remote voice amplification capabilities • GFI outlets at counter height
Student Furniture / Storage	• Tables for collaborative learning with student chairs (durable and stackable). • 4-5 students per table with additional chair for adult. • One (1) cubby per student with coat hook
Teacher Furniture / Storage	• Two adult chairs with one shared workspace • One shared lockable filing cabinet
General Furniture / Storage	• Built-in open shelf bookcases around perimeter at child appropriate height. • Mobile bookshelves • Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet • Lockable upper cabinets for supply storage • Space for strollers, wheelchairs, etc
Toilet Room	• All fixtures to be appropriate heights for children ages 3-5 • Meet accessibility requirements • Provide changing station with space
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lowered to the ground to provide viewing for students.
Finishes	• Luxury vinyl tile flooring with base and area rugs • Acoustic ceiling tiles • Painted walls
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls

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Accessories	• Automatic soap and paper towel dispenser adjacent to hand washing sink • In-room drinking fountain with bottle fill station • Bulletin boards
Co-Taught 3 Classroom	
NAEYC Req'd SF	756 sf (each) (42 sf per student)
Proposed SF	950 sf (each)
Number of Rooms	Four (4) Classrooms
Number of Students	18 AM, 18 PM
Classroom Technology	• Interactive display with sliding enclosure with lock • Remote voice amplification capabilities • GFI outlets at counter height
Student Furniture / Storage	• Tables for collaborative learning with student chairs (durable and stackable). • 4-5 students per table with additional chair for adult. • One (1) cubby per student with coat hook
Teacher Furniture / Storage	• Two adult chairs with one shared workspace • One shared lockable filing cabinet
General Furniture / Storage	• Built-in open shelf bookcases around perimeter at child appropriate height. • Mobile bookshelves • Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet • Lockable upper cabinets for supply storage • Space for strollers, wheelchairs, etc
Toilet Room	• All fixtures to be appropriate heights for children ages 3-5 • Meet accessibility requirements • Provide changing station with space
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lowered to the ground to provide viewing for students.
Finishes	• Luxury vinyl tile flooring with base and area rugs • Acoustic ceiling tiles • Painted walls
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry

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Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls
Accessories	• Automatic soap and paper towel dispenser adjacent to handwashing sink • In-room drinking fountain with bottle fill station • Bulletin boards
Early Start Co-Taught 4 Classroom	
NAEYC Req'd SF	756 sf (each) (42 sf per student)
Proposed SF	950 sf (each)
Number of Rooms	Two (2) Classrooms
Number of Students	18 Full Day
Classroom Technology	• Interactive display with sliding enclosure with lock • Remote voice amplification capabilities • GFI outlets at counter height
Student Furniture / Storage	• Tables for collaborative learning with student chairs (durable and stackable). • 4-5 students per table with additional chair for adult. • One (1) cubby per student with coat hook
Teacher Furniture / Storage	• Two adult chairs with one shared workspace • One shared lockable filing cabinet
General Furniture / Storage	• Built-in open shelf bookcases around perimeter at child appropriate height. • Mobile bookshelves • Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet • Lockable upper cabinets for supply storage • Space for strollers, wheelchairs, etc
Toilet Room	• All fixtures to be appropriate heights for children ages 3-5 • Meet accessibility requirements • Provide changing station with space
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lowered to the ground to provide viewing for students.
Finishes	• Luxury vinyl tile flooring with base and area rugs • Acoustic ceiling tiles • Painted walls

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Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls
Accessories	• Automatic soap and paper towel dispenser adjacent to handwashing sink • In-room drinking fountain with bottle fill station • Bulletin boards
Co-Taught 4 Classroom	
NAEYC Req'd SF	756 sf (42 sf per student)
Proposed SF	950 sf
Number of Rooms	One (1) Classroom
Number of Students	18 Full Day
Classroom Technology	• Interactive display with sliding enclosure with lock • Remote voice amplification capabilities • GFI outlets at counter height
Student Furniture / Storage	• Tables for collaborative learning with student chairs (durable and stackable). • 4-5 students per table with additional chair for adult. • One (1) cubby per student with coat hook
Teacher Furniture / Storage	• Two adult chairs with one shared workspace • One shared lockable filing cabinet
General Furniture / Storage	• Built-in open shelf bookcases around perimeter at child appropriate height. • Mobile bookshelves • Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet • Lockable upper cabinets for supply storage • Space for strollers, wheelchairs, etc
Toilet Room	• All fixtures to be appropriate heights for children ages 3-5 • Meet accessibility requirements • Provide changing station with space
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lowered to the ground to provide viewing for students.

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Finishes	• Luxury vinyl tile flooring with base and area rugs • Acoustic ceiling tiles • Painted walls
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls
Accessories	• Automatic soap and paper towel dispenser adjacent to handwashing sink • In-room drinking fountain with bottle fill station • Bulletin boards
Self-Contained 3 Classroom	
NAEYC Req'd SF	420 sf (42 sf per student)
Proposed SF	750 sf Classroom 200 sf Observation Room
Number of Rooms	One (1) each
Number of Students	10 AM, 10 PM
Access / Adjacencies	Observation Room
Classroom Technology	• Interactive display with sliding enclosure with lock • Remote voice amplification capabilities • GFI outlets at counter height
Student Furniture / Storage	• Tables for collaborative learning with student chairs (durable and stackable). • 4-5 students per table with additional chair for adult. • One (1) cubby per student with coat hook
Teacher Furniture / Storage	• Two adult chairs with one shared workspace • One shared lockable filing cabinet
General Furniture / Storage	• Built-in open shelf bookcases around perimeter at child appropriate height. • Mobile bookshelves • Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet • Lockable upper cabinets for supply storage • Space for strollers, wheelchairs, etc
Toilet Room	• All fixtures to be appropriate heights for children ages 3-5 • Meet accessibility requirements • Provide changing station with space

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Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lowered to the ground to provide viewing for students.
Finishes	• Luxury vinyl tile flooring with base and area rugs • Acoustic ceiling tiles • Painted walls
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls
Accessories	• Automatic soap and paper towel dispenser adjacent to handwashing sink • In-room drinking fountain with bottle fill station • Bulletin boards • Sensory wall at floor level
Evaluation Area	• Adjacent to Observation Room • Play area for evaluations
Observation Room	• 150 square feet • Viewing window with one way glass between Evaluation Area and Observation Room. • One-way audio capabilities • Table at observation window with 3-4 chairs • Access to power and wifi
Self-Contained 3/4 Classroom	
NAEYC Req'd SF	504 sf (each) (42 sf per student)
Proposed SF	800 sf (each)
Number of Rooms	Twelve (12) Classrooms
Number of Students	Two (2) Classrooms: 12 Full Day Ten (10) Classrooms: 12 AM, 12 PM
Classroom Technology	• Interactive display with sliding enclosure with lock • Remote voice amplification capabilities • GFI outlets at counter height
Student Furniture / Storage	• Tables for collaborative learning with student chairs (durable and stackable). • 4-5 students per table with additional chair for adult. • One (1) cubby per student with coat hook

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Teacher Furniture / Storage	• Two adult chairs with one shared workspace • One shared lockable filing cabinet
General Furniture / Storage	• Built-in open shelf bookcases around perimeter at child appropriate height. • Mobile bookshelves • Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet • Lockable upper cabinets for supply storage • Space for strollers, wheelchairs, etc
Toilet Room	• All fixtures to be appropriate heights for children ages 3-5 • Meet accessibility requirements • Provide changing station with space
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lowered to the ground to provide viewing for students.
Finishes	• Luxury vinyl tile flooring with base and area rugs • Acoustic ceiling tiles • Painted walls
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls
Accessories	• Automatic soap and paper towel dispenser adjacent to handwashing sink • In-room drinking fountain with bottle fill station • Bulletin boards

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Transitional Kindergarten Classroom	
NAEYC Req'd SF	504 sf (each) (42 sf per student)
Proposed SF	800 sf
Number of Rooms	One (1) Classroom
Number of Students	12 AM, 12 PM
Classroom Technology	• Interactive display with sliding enclosure with lock • Remote voice amplification capabilities • GFI outlets at counter height
Student Furniture / Storage	• Tables for collaborative learning with student chairs (durable and stackable). • Kidney shaped student tables with additional chair for adult. • Child height rectangular tables with chairs • One (1) cubby per student with coat hook
Teacher Furniture / Storage	• Two adult chairs with one shared workspace • One shared lockable filing cabinet
General Furniture / Storage	• Built-in open shelf bookcases around perimeter at child appropriate height. • Mobile bookshelves • Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet • Lockable upper cabinets for supply storage • Space for strollers, wheelchairs, etc
Toilet Room	• All fixtures to be appropriate heights for children ages 3-5 • Meet accessibility requirements • Provide changing station with space
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lowered to the ground to provide viewing for students.
Finishes	• Luxury vinyl tile flooring with base and area rugs • Acoustic ceiling tiles • Painted walls
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls

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Accessories	• Automatic soap and paper towel dispenser adjacent to handwashing sink • In-room drinking fountain with bottle fill station • Bulletin boards
Sensory Rooms	
NAEYC Req'd SF	375 sf (each) (75 sf per student)
Proposed SF	800 sf (each)
Number of Rooms	Two (2)
Number of Students	4-5 at one time (maximum)
Access / Adjacencies	OT / PT Room
Classroom Technology	• Security camera within space linked to security system
Specialty Fixtures	• Ball pit • Bubble wall with adjacent outlet and shelf for machine • Space for trampolines, sensory pods, etc.
Teacher Furniture / Storage	• Wardrobe for staff storage
General Furniture / Storage	• Lockable storage for cleaning supplies • Built-in open shelving for sensory and handheld items - easily accessible to students • High cabinets for storage
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lower to the ground to provide viewing for students.
Finishes	• Soft, easy to clean flooring with base • Acoustic ceiling tiles • Painted walls with wall pads
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls

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Physical Therapy & Occupational Therapy Room	
NAEYC Req'd SF	375 sf (each) (75 sf per student)
Proposed SF	750 sf
Number of Rooms	One (1) Classroom
Number of Students	4-5 at one time (maximum)
Access / Adjacencies	Storage space for equipment - 150 sf
Specialty Fixtures	• Space for large equipment • Trampolines, sensory pods, etc.
Student Furniture / Storage	• Two (2) tables with chairs • Therapy swing and associated structural support
Teacher Furniture / Storage	• Partitioned area from rest of space. Cubicle height wall(s) • Four work stations, each with a chair • Access to power and wifi • Wardrobe for each teacher
General Furniture / Storage	• Durable counter top with hand washing stainless steel sink at child height with motion sensor faucet
Lighting	• Soft color, dimmable • Windows for natural light with manual shades. Some windows to be lower to the ground to provide viewing for students.
Finishes	• Soft, easy to clean flooring with base • Acoustic ceiling tiles • Painted walls
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Acoustics	• Walls between classrooms to meet STC requirements • Acoustic panels on walls
Accessories	• Automatic soap and paper towel dispenser adjacent to handwashing sink • Bulletin boards and white board • Wall with full height mirrors. Bar attached to wall for walking/standing exercises.
Storage Room	• Direct connection to PT/OT Room • Shelving for equipment

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Administration

Secure Vestibule	
Proposed SF	100 sf
Access / Adjacencies	Main Office; Waiting Room
Technology	• Secure main trap with appropriate security measures to ensure the safety of all students and staff • Video surveillance at exterior and interior
Furniture	• Parent mail drop / document drop • Sign in/out and parent greeting counter
Finishes	• Hard, durable ceiling and walls • Entry mat system • Bullet resistant transaction window with deal tray
Door, Frame & Hardware	• Exterior door equipped with access control • Bullet resistant • Key card access / access control to waiting room
Visitor Waiting Room	
Proposed SF	310 sf
Number of Rooms	Two (2)
Access / Adjacencies	Secure Vestibule; Main Office
Technology	• Video surveillance • Transaction windows with counter between waiting room and main office • Digital signage communication system to display important announcements, events, emergency information and other information that needs to be disseminated to students, staff, parents and visitors. • Clock (wall-mounted) connected to PA system
Furniture	• Durable, stackable chairs
Toilet Room	• Direct connection to waiting room for visitors / parents only • Meet accessibility requirements • Provide changing station
Finishes	• Hard ceiling with soft color lighting • Entry mat system and durable flooring • Bullet resistant transaction window • Child size table, chairs and built-in book shelf
Door, Frame & Hardware	• Exterior door equipped with access control • Key card access / access control

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Main Office - Secretary/Admin	
Proposed SF	600 sf
Access / Adjacencies	Secure Vestibule; Waiting Room
Technology	• 55" wall mounted monitor for security viewing • Panic button
Furniture	• (3) Three workstations with view of waiting area and secure vestibule. Each with desk with lockable drawer, chair, laptop • Lockable filing cabinets • Lockable storage / wardrobe • Counter with storage below at transaction windows • Counter space with lower and upper storage with electrical outlets at counter height • (2) two copy/print machines
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Principal's Office	
Proposed SF	215 sf
Access / Adjacencies	Small Conference Room
Technology	• 55" wall mounted monitor for security viewing
Furniture	• (1) One workstation with lockable drawer, chair, lockable storage/wardrobe cabinet, laptop • Small table with chairs
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Assistant Principal's Office	
Proposed SF	175 sf
Furniture	• (1) One workstation with lockable drawer, chair, lockable storage/wardrobe cabinet, laptop
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry

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Parent Liaison Office	
Proposed SF	250 sf
Access / Adjacencies	Main Office / Waiting Room
Furniture	• (1) One workstation with lockable drawer, chair, lockable storage/wardrobe cabinet, laptop • Seating for two guests
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Speech & Language Pathologist Office	
Proposed SF	300 sf
Access / Adjacencies	Classrooms / Social Worker
Furniture	• Two adult chairs with one shared workspace • One shared lockable filing cabinet • (3) Three small child height tables • 10 child height, durable, stackable chairs
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Storage	• Lockable storage for materials
Social Worker Office	
Proposed SF	250 sf
Access / Adjacencies	Classrooms / Speech Pathologist
Furniture	• Two adult chairs with one shared workspace • One shared lockable filing cabinet • (3) Three small child height tables • 10 child height, durable, stackable chairs
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Door, Frame & Hardware	• Durable door and frame with vision pane • One-way window film at vision pane • Keyed entry
Storage	• Lockable storage for materials

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General Admin Offices	
Proposed SF	120 sf (each)
Number of Rooms	Four (4)
Furniture	• (1) One workstation with lockable drawer, chair, lockable storage/wardrobe cabinet, laptop
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
Small Conference Room	
Proposed SF	300 sf
Access / Adjacencies	Principal's Office
Technology	• Monitor, conference phone, speakers • Wi-fi access / ethernet ports • Power strips /outlets / USB charging
Furniture	• Conference table for four (4) people • Comfortable, adjustable chairs • Lower casework for storage items
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
Large Conference Room	
Proposed SF	600 sf
Access / Adjacencies	General Admin. Offices
Technology	• Monitor, conference phone, speakers • Wi-fi access / ethernet ports • Power strips /outlets / USB charging
Furniture	• Conference table for four (4) people • Comfortable, adjustable chairs • Lower casework for storage items
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry

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Mail / Copy Room	
Proposed SF	250 sf
Technology	• Two (2) copy/print machines • Fax machine
Furniture	• Faculty mailboxes • Countertop with storage above and below • Space for packages
Finishes	• Luxury Vinyl Tile with wall base; painted walls • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
Teacher Work Room	
Proposed SF	250 sf (each)
Number of Rooms	Two (2)
Furniture / Equipment	• Copier/printer • Storage for supplies
Finishes	• Luxury Vinyl Tile with wall base; painted walls • Acoustic ceilings with soft color
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Card reader access
Laundry Room	
Proposed SF	200 sf
Access / Adjacencies	Teacher Work Room
Furniture	• Two heavy duty washing machines • Two heavy duty dryers with ventilation • One sanitation machine
Finishes	• Epoxy flooring with integral base and floor drain • Tile on wet walls, all other walls epoxy paint • Hard ceiling with LED light fixtures
Door, Frame & Hardware	• Durable door and frame
Staff Break Room	
Proposed SF	400 sf
Furniture / Equipment	• Counter with stainless steel sink, paper towel dispenser, soap dispenser, storage below and above. Counter height GFI outlets • Table and chairs for 10 people • Refrigerator, Microwave, Toaster Oven

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Finishes	• Luxury Vinyl Tile with wall base; painted walls • Acoustic ceilings with soft color
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Card reader access
Secure Records Storage	
Proposed SF	200 sf
Technology	• Video surveillance
Furniture	• Durable storage suitably sized for corrugated boxes
Finishes	• Luxury Vinyl Tile with wall base; painted walls • Acoustic ceilings with lighting, occupancy sensor
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
E.C.O Secretary / Reception	
Proposed SF	500 sf
Access / Adjacencies	Secure Vestibule / Waiting Room
Technology	• 55" wall mounted monitor for security viewing • Panic button
Furniture	• (4) Four workstations with view of waiting area and secure vestibule. Each with desk with lockable drawer, chair, laptop • Lockable filing cabinets • Lockable storage / wardrobe • Counter with storage below at transaction windows • Counter space with lower and upper storage with electrical outlets at counter height • (2) two copy/print machines
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
E.C.O. Offices	
Proposed SF	125 sf (each)
Number of Rooms	Fourteen (14)
Furniture	• (1) One workstation with lockable drawer, chair, lockable storage/wardrobe cabinet, laptop
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry

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E.C.O. Work Room	
Proposed SF	225 sf
Technology	• Three (3) copy/print machines • Fax machine
Furniture	• Staff mailboxes • Countertop with storage above and below • Large space for packages • Bulletin boards
Finishes	• Luxury Vinyl Tile with wall base; painted walls • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
E.C.O. Break Room	
Proposed SF	350 sf
Furniture / Equipment	• Counter with stainless steel sink, paper towel dispenser, soap dispenser, storage below and above. Counter height GFI outlets • Table and chairs sufficient for number of staff • Refrigerator, Microwave, Oven/Range, Toaster Oven
Finishes	• Luxury Vinyl Tile with wall base; painted walls • Acoustic ceilings with soft color
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Card reader access
E.C.O Large Conference Room	
Proposed SF	600 sf
Access / Adjacencies	Centralized within ECO Admin
Technology	• Monitor, conference phone, speakers • Wi-fi access / ethernet ports • Power strips /outlets / USB charging
Furniture	• Conference table for 10-12 people • Comfortable, adjustable chairs • Storage cabinets
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry

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E.C.O Small Conference Room	
Proposed SF	300 sf
Access / Adjacencies	Centralized within ECO Admin
Technology	• Monitor, conference phone, speakers • Wi-fi access / ethernet ports • Power strips /outlets / USB charging
Furniture	• Conference table for 4-6 people • Comfortable, adjustable chairs • Storage cabinets
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
E.C.O Evaluation Room	
Proposed SF	150 sf
Number of Rooms	Two (2)
Furniture	• Small tables with stackable chairs for adults • Tables and chairs for children • Low storage shelving for child materials • Tall lockable storage for files
Finishes	• Carpet flooring with wall base; painted walls • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
E.C.O. Secure File Storage	
Proposed SF	200 sf
Furniture	• Durable storage shelving for file
Finishes	• Sealed concrete floor with wall base; painted walls • Acoustic ceilings with LED lighting, occupancy sensor
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
E.C.O. General Storage	
Proposed SF	200 sf
Furniture	• Durable storage shelving for office supplies
Finishes	• Sealed concrete floor with wall base; painted walls • Acoustic ceilings with lighting, occupancy sensor

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Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry
Unisex Staff Toilet Rooms	
Proposed SF	Dispersed through the building per code, single occupancy
Furniture	• Accessible, adult height fixtures • Soap and paper towel dispenser • Changing table
Finishes	• Epoxy flooring with integral base and floor drain • Tile on wet walls, all other walls epoxy paint • Hard ceiling with LED light fixtures
Door, Frame & Hardware	• Durable door and frame
Unisex Child Toilet Room	
Adjacency	Evaluation Rooms
Furniture	• Accessible, child height fixtures • Soap and paper towel dispenser • Changing table
Finishes	• Epoxy flooring with integral base and floor drain • Tile on wet walls, all other walls epoxy paint • Hard ceiling with LED light fixtures
Door, Frame & Hardware	• Durable door and frame

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Nurse's Suite

Nurse's Suite	
Proposed SF	960 sf
Access / Adjacencies	Main Office
Health Aide / Cot Area	• Recovery area with two cots • Cots with privacy curtains • Sink with foot pedal controls outside of toilet room • Soap and paper towel dispensers • Shower with eyewash station • Area for vision screening
Examination Room	• Examination table • Counter with lockable storage above and below
Office	• One workstation: Desk with lockable drawer, chair, lockable storage/wardrobe cabinet, one laptop
Toilet Room	• Child height accessible fixtures • Soap and paper towel dispenser • Changing table
Storage / Equipment	• Lockable storage cabinet • Lockable cabinets for medicine • Extra storage area for medical supplies and materials • Wheelchair • Rolling cart • AED with alarm box • Refrigerator • Ice machine
Finishes	• Luxury Vinyl Tile with wall base • Acoustic ceilings with soft color, dimmable lighting
Door, Frame & Hardware	• Durable door and frame with one-way vision pane • Keyed entry

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Food Services

Kitchen	
Proposed SF	1,660 sf
Access / Adjacencies	Custodial closet with mop sink
Technology	• Interactive display with sliding enclosure • Remote voice amplification capabilities • GFI outlets at counter height • Convenience outlets with child proof capabilities • Thermometers / connection to monitoring system
Equipment	• (1) Double stack oven with exhaust hood • (1) Walk-in freezer with double doors • (1) Walk-in cooler with double doors • (2) hot boxes • (2) stainless steel prep tables with shelving below • Three-bay sink for dish washing with drain boards, chemical pump and pre-rinse spray assembly • (1) hand washing sink • (1) lockable chemical cabinet • Stainless steel serving line • Floor drains, exterior in-line grease trap, eye-wash station • High efficiency energy star label equipment and lighting • Temperature maintenance, water infiltration and sanitation
Storage	• Large, walk-in dry storage room with heavy-duty wire mesh shelving; keyed entry • Storage area for mobile delivery cards - minimum 6 carts
Lighting	• Task Lighting • High out-put LED lighting for efficiency and color correction
Finishes	• Resilient, washable and slip-resistant flooring with integral cove base. • Anti-fatigue mats, dispersed throughout Kitchen • Stainless steel counters • Durable and washable acoustic ceiling tiles • Epoxy painted walls
Door, Frame & Hardware	• Oversized door at exterior for deliveries with key card access
Office	• One workstation: Desk with lockable drawer, chair, lockable storage/wardrobe cabinet, one laptop
Staff Locker Area	• Metal lockers for six employees • Benches • Private, accessible toilet room

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Indoor Play Area

Kitchen	
Proposed SF	4,580 sf
Access / Adjacencies	Away from Classrooms and Sensory Room
Technology	• Sound system
Equipment	• Recessed drinking station and bottle filler • Folding/stackable seating to hold faculty and staff assembly • Dividing partitions • Ceiling mounted air destratification fans
Storage	• Chair Storage - direct access to play area(s) • Equipment storage with durable shelving for equipment
Lighting	• Lighting with safety cages within play areas • High out-put LED lighting for efficiency and color correction
Finishes	• All purpose wood floor • Removable protective matting • Sound deadening walls and acoustic treatment • High ceilings, lowest feature to be a minimum of 25 feet from the floor • Wall padding around the entire perimeter, from height of wall base to six feet minimum above finished floor
Door, Frame & Hardware	• Direct access to the exterior • Durable door and frame with one-way vision pane • Keyed entry

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Support Spaces

GENERAL STORAGE

- Shelving for various items
- Sealed concrete floor with wall base; epoxy painted walls
- Acoustic ceilings with LED lighting, occupancy sensor
- Door hardware: keyed access

CUSTODIAL OFFICE / WORK ROOM

- One workstation: Desk with lockable drawer, chair, lockable storage/wardrobe cabinet, one laptop
- Table and seating for custodial staff
- Luxury vinyl tile with wall base; painted walls
- Acoustic ceilings with LED lighting
- Door hardware: key access

CUSTODIAL CLOSET

- Dispersed throughout facility
- Mop sink with associated hardware
- Chemical station
- Sealed concrete floor with wall base; epoxy painted walls
- Acoustic ceilings with LED lighting, occupancy sensor
- Door hardware: key access

MDF / IDF SPACES

- Dispersed throughout facility as required
- Adequate lighting and ventilation
- WAPs throughout building
- Racks as required, UPS
- Sealed concrete floor with wall base; painted walls
- Acoustic ceilings with LED lighting, occupancy sensor
- Door hardware: key access

MECHANICAL / ELECTRICAL SUPPORT SPACES

- Energy efficient equipment - refer to building systems for additional information
- Sealed concrete floor with wall base; epoxy painted walls
- Acoustic ceilings with LED lighting, occupancy sensor
- Door hardware: key access

ELEVATOR / LIFT

- Vertical conveying as required for accessibility

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Construction Bonus Requests

- Early Childhood Bonus
- Special Education Bonus

Community Uses

The new Pre-K facility will be designed to facilitate activities during the school hours, before and after school hours and throughout the calendar year.

A Pre-K facility is a specialized environment designed for safety, accessibility, and early childhood development. Because these buildings are often vacant during evenings, weekends, and summer breaks, they represent a goldmine of untapped "civic infrastructure" by utilizing the Board of Education Building Use Policy.

Here is how a Pre-K facility can serve the broader community:

Educational & Family Support

Since the furniture and layout are already geared toward children and parents, these spaces are perfect for family-centric programming.

- **Parenting Workshops:** Hosting classes on nutrition, early literacy, or positive discipline.
- **English as a Second Language (ESL) Classes:** Utilizing the classrooms in the evenings for adult learners while providing a familiar space for their children.
- **Teacher Professional Development:** A hub for local educators to meet, share resources, and conduct training.

Health & Wellness Hub

Many Pre-K centers are built to meet strict health and safety codes, making them ideal for mobile or temporary health services.

- **Vaccination & Screening Clinics:** Using the lobby or large multipurpose rooms for flu shots, dental screenings, or hearing/vision tests for the neighborhood.
- **Indoor "Play Gyms":** During winter months or extreme heat, opening the padded indoor play areas to local families for a small fee or free of charge.
- **Yoga or Low-Impact Fitness:** Utilizing the open floor space of a "great room" for community wellness classes.

Civic & Social Gathering Space

Public buildings often lack small-to-medium meeting venues. A Pre-K facility fills this gap perfectly.

- **Polling Stations:** Their locations in residential neighborhoods make them accessible spots for local elections.

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- **HOA or Neighborhood Watch Meetings:** Providing a safe, neutral ground for residents to discuss local issues.
- **Micro-Library or Book Exchange:** Setting up a "take a book, leave a book" station in the foyer to encourage community literacy.

Economic & Creative Use

- **Small Business "Pop-ups":** Allowing local artisans or farmers to use the parking lot or foyer for weekend markets.
- **Voting/Census Hubs:** Serving as a command center for community outreach programs.
- **Art Gallery:** Showcasing local student and community art on the walls during "Open House" nights.

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#2a

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

Date: May 29, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Building and School Facilities Members

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr.

From: Nicholas Albini, Chief Operating Officer

Subject: Review of Plans for RFP#8595 Rooftop Solar Photovoltaic Systems

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

This Honorable Board of Education ("BOE") and the Honorable Board of Aldermen previously approved a construction contract between the City of Waterbury and All-Electric Construction & Communication LLC ("All-Electric") to design and install rooftop solar systems at the following five schools: B.W. Tinker Elementary School, M.M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School.

This submission today requests that the BOE Building School Facilities Committee and the BOE authorize their respective Chairpersons to sign the CT Department of Administrative Services Office of Grants Administration ("DAS-OGA") form "SCG-042 – Request for Review of Final Plans" for the school rooftop solar projects at five schools, as well as, The Department of Administrative Services (DAS-OSCG&R) form" SCG-3030 – Code Conformity Certification: Tinker, Generali, Sprague, Wendell Cross, and West Side. In support of this request, we include the final plans, building permits, and updated cost estimates for each of these five-school rooftop solar projects. In addition, we have attached the required separate motions for each school rooftop solar project that need to be passed by both the BOE Building Facilities Committee and the BOE for these projects to proceed through the DAS-OGA review process.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

The goal at this stage of these five-school rooftop solar projects is to receive approval for the Chairperson of the BOE Building Facilities Committee to sign form SCG-042 and the SCG-3030 at their June 4th meeting, and to receive approval for the Chairperson of the BOE to sign form SCG-042 at their June 18th meeting. Following that June 18th meeting, all required DAS-OGA forms and final plans in support of these five-school rooftop solar projects will be signed by the appropriate municipal officials in advance of a final plan review meeting to be scheduled with DAS-OGA. Once the plan review meeting with DAS-OGA occurs, and the final plans are approved by DAS-OGA, the city will receive authorization to begin construction of these five-school rooftop solar projects.

Members of CSW and WDC will be at the June 4th and June 18th meetings to answer any questions.

The City of Waterbury
Department of Inspection
185 South Main Street, 5th floor
(1 Jefferson Square)
Waterbury, CT 06702
Applications & Permits: Monday – Friday 8:00 a.m. to 4:00 p.m.
Building: 203 574 6832 Electrical: 203 574 8382
HVAC / Plumbing: 203 574 6856 Fax: 203 574 6854
Sealer of Weights and Measures: 203 574 8387

BD - Electrical Permit

Permit #: PR20260000911 Date of Issue: 4/30/26

Location of Work: 1255 HAMILTON AVE, Waterbury, CT

This permit is hereby granted to perform the following work:

Install
Other
Install 501 roof mount solar panels 298.590 KW
With installation of new second service off existing
ground mount transformer to P.V. system only

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

All work covered by this permit has been authorized by the owner of this property.
This permit is granted under the condition that the work shall be done in accordance with the laws of the State of Connecticut and the ordinance of the City of Waterbury. If any statements of said application are false, or if any change is made to the plans/specifications without the consent of the Building Inspector or his duly appointed agent, this permit shall be revocable.

Approved plans must be retained on the job and this card must be kept posted until final inspection has been made. Such building shall not be occupied until final inspection has been made, and where applicable, a Certificate of Occupancy/Approval has been issued.

The Following Permit in no way relieves the Architect, Engineer, or Contractor from the responsibility of having their design/construction meet all requirements of the Connecticut Fire Saftey Code (C.F.S.C.) and all applicable standards.

Contacts:

Applicant	Angelica Guild/AEC Solar LLC180 Wampus La.Milford, CT 06460
Contractor	Patrick Lewis/AEC Solar180 Wampus La.Milford, CT 06460
Owner	CITY OF WATERBURY WENDELL CROSS235 GRAND STWATERBURY, CT 06702

Donation Bin ●wner

Issued By: Domenic Mascolo Title: Electrical Inspector

Signature: D. Mascolo

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Construction Documents Estimate

State Project #	EstNum000462				
LEA	Waterbury Public Schools				
School Name	Wendell L. Cross School				
Project Type					
Square Footage of Construction	22,440				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet	Ineligible Costs	
Project Cost	$1,028,000.00	of Project Costs	$45.81	Project Ineligible Costs	$317,887.40
All Soft Cost	$415,611.42			Ineligible Soft Costs	$317,887.40
Construction Cost	$612,388.58	of Construction Cost	$27.29	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$612,388.58	of Eligible Costs	$27.29		

Construction Cost			Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	A1010. Standard Foundations	0.00	0.00
		A1020. Special Foundations	0.00	0.00
		A1030. Slab on Grade	0.00	0.00
	A20. Basements	A2010. Basement Excavation	0.00	0.00
		A2020. Basement Walls	0.00	0.00
B. SHELL	B10. Super Structure	B1010. Floor Construction	0.00	0.00
		B1020. Roof Construction	0.00	0.00
	B20. Exterior Enclosures	B2010. Exterior Walls	0.00	0.00
		B2020. Exterior Windows	0.00	0.00
		B2030. Exterior Doors	0.00	0.00

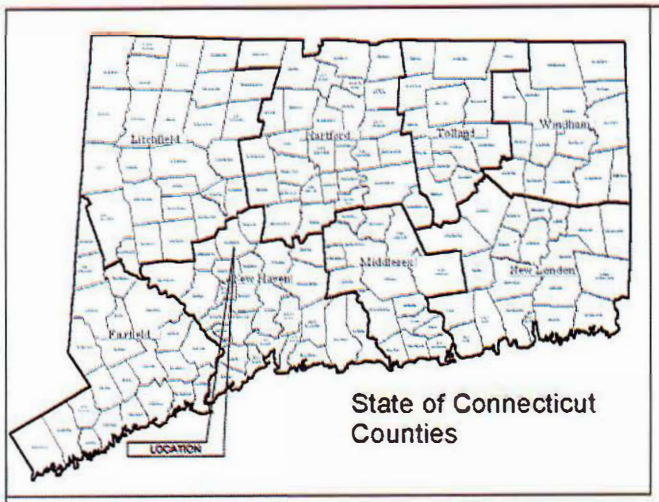
E. EQUIPMENT & FURNISHINGS	E10. Equipment	E1010. Commercial Equipment	0.00	0.00
		E1020. Institutional Equipment	0.00	0.00
		E1030. Vehicular Equipment (Bldg fixed)	0.00	0.00
		E1090. Other Equipment	0.00	0.00
	E20. Furnishings	E2010. Fixed Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	F1010. Special Structures	0.00	0.00
		F1020. Integrated Construction	0.00	0.00
		F1030. Special Construction Systems	0.00	0.00
		F1040. Special Facilities	0.00	0.00
		F1050. Special Controls & Instrumentation	0.00	0.00
	F20. Selective Building Demolition	F2010. Building Elements Demolition	0.00	0.00
	F30. Abatement	F3010. PCB/Asbestos/Lead Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	X1010. General Conditions	90154.95	0.00
	X20. Overhead & Profit	X2020. Office Overhead & Profit	72936.83	0.00
		X2030. Trade Contractor Bond Costs	0.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles
G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00

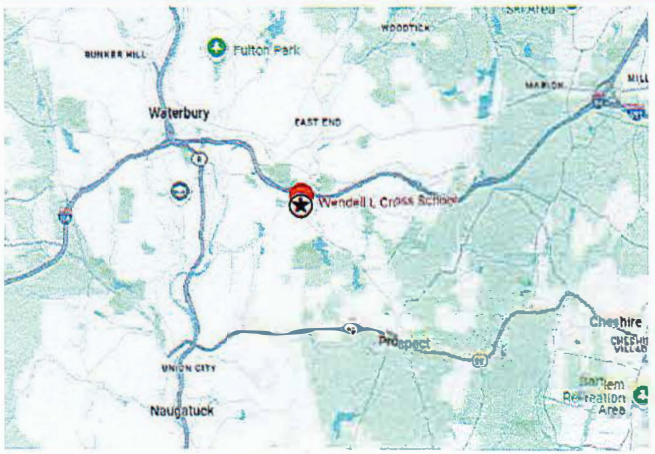
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

Save CD Estimate And Continue | Save CD Estimate And Exit | Submit CD Estimate

ROOFTOP PV ARRAY INSTALLATION AT:



LOCATION MAP
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

WENDELL L. CROSS ELEMENTARY SCHOOL

1255 HAMILTON AVE

WATERBURY, CT 06706

DAS PROJECT #151-0310-PV

APPLICABLE CODES

NATIONAL ELECTRIC CODE - 2020
ARTICLE 230 - SERVICES
ARTICLE 240 - OVERCURRENT PROTECTION
ARTICLE 250 - GROUNDING AND BONDING
ARTICLE 300 - WIRING METHODS
ARTICLE 310 - CONDUCTORS
ARTICLE 690 - SOLAR PHOTOVOLTAIC SYSTEMS
ARTICLE 705 - INTERCONNECTED ELECTRIC POWER PRODUCTION SOURCES

PV SYSTEM INFORMATION

SYSTEM SIZE (DC):	295.350 kW STC + BIFACIAL GAIN
SYSTEM SIZE (AC):	253.000 kW / 263.800 kVA
INVERTER QUANTITY:	2
INVERTER TYPE:	SOLAREDGE SE100K-US (100 kVAAC)
MODULE QUANTITY:	491
MODULE TYPE:	SEG SOLAR SEG-XXX-BTB-BG (XXW STC + BIFACIAL GAIN)
RACKING TYPE:	IRONRIDGE
RAPID SHUTDOWN DEVICES:	SOLAREDGE P401-0 OPTIMIZERS

UTILITY INFORMATION

COMPANY:	EVERSOURCE
ACCOUNT NUMBER:	9101308202 (SERVICE)
METER NUMBER:	0812384851 (EXISTING)
NRES ID NUMBER:	329-ESNRES-01256
DAS PROJECT NUMBER:	151-0310-PV

PROJECT SIGNATURES

AHJ	NAME	SIGNATURE	DATE
BUILDING INSPECTOR			
FIRE MARSHAL			
HEALTH INSPECTOR			
ADA EDI COORD			

Stephen Gendreau, P.E.

Digitally signed by Stephen Gendreau, P.E.
Date: 2026.03.13 14:22:28 -04'00'

PREPARED FOR:

ALL ELECTRIC LLC
CONSTRUCTION & COMMUNICATION
allelectricct.com

PREPARED BY:

SG ENGINEERING LLC
sgedesign.com

PROJECT DESCRIPTION

THIS INSTALLATION CONSISTS OF A UTILITY INTERACTIVE SOLAR PHOTOVOLTAIC SYSTEM AT A SCHOOL BUILDING IN WATERBURY, CONNECTICUT. THE PV SYSTEM IS COMPRISED OF MODULES MOUNTED ON THE ROOF OF BUILDING. THE PV SYSTEM ALSO INCLUDES INVERTERS LOCATED ON THE EXTERIOR WALL OF THE BUILDING. THE AC INVERTER OUTPUT POWER IS FED THROUGH AN AC COMBINER PANEL. DISCONNECT SWITCHES AND UTILITY METER TO THE POINT OF CONNECTION AT AN EXISTING UTILITY TRANSFORMER.

DRAWING LIST

N/A	COVER SHEET
PV-1	THREE-LINE DIAGRAM
PV-2	PROFILE VIEWS & PARTIAL PLANS
PV-3	OVERALL ROOF PLAN
PV-4 & 5	PARTIAL DETAILED ROOF PLANS
PV-6 & 7	[NOT USED]
PV-8	NOTES, DETAILS & ABBREVIATIONS
PV-9	EQUIPMENT DATA SHEETS
PV-10	LABELS & SIGNAGE
PV-11	SPECIFICATIONS

DOCUMENTS BY OTHERS

RACKING MANUFACTURER DRAWINGS
STRUCTURAL ENGINEERING CALCULATIONS

REVISIONS:

03-19-2026:	INTERCONNECTION APPLICATION
03-13-2026:	ISSUED FOR CONSTRUCTION

INVERTER RELAY SETTINGS

TABLE I: INVERTERS' VOLTAGE TRIP SETTINGS

TABLE II: INVERTERS' FREQUENCY TRIP SETTINGS

TABLE III: INVERTERS' VOLTAGE RIDE-THROUGH CAPABILITY & OPERATIONAL REQUIREMENTS

TABLE IV: INVERTERS' FREQUENCY RIDE-THROUGH CAPABILITY

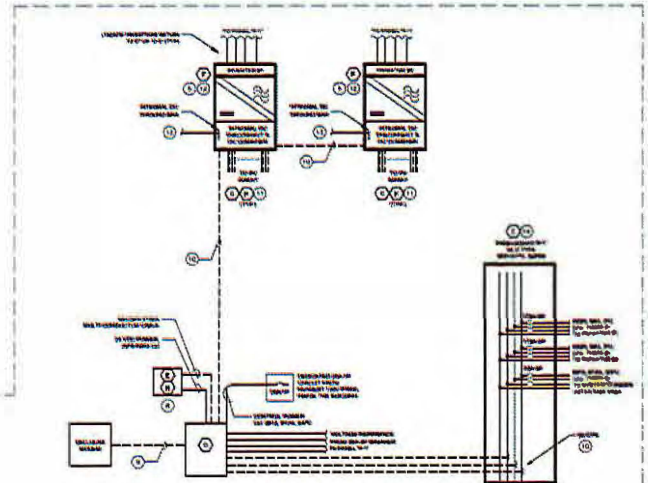
TABLE V: GRID SUPPORT UTILITY INTERACTIVE INVERTER FUNCTIONS STATUS

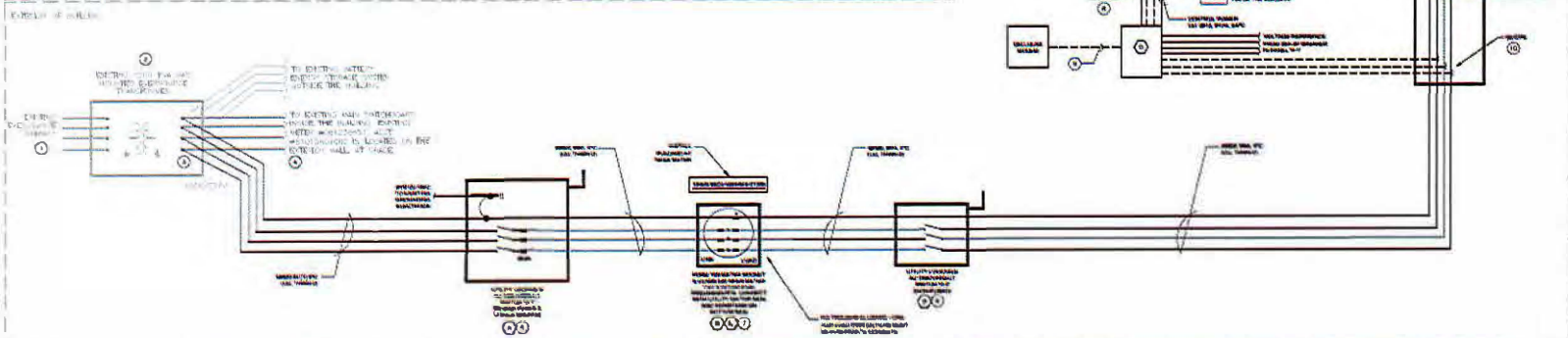
SOLAR PV GENERAL NOTES

KEY NOTES

INVERTER DATA

EQUIPMENT SCHEDULE





Project Info

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 295.380 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (501) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)
- TILT = 10°

EVERSOURCE METER
08133845T (EXISTING)

EVERSOURCE ACCOUNT
5101[redacted]2 (EXISTING)

NRES ID # SEA-ESNRES-01259

DAS PROJECT #151-0310-PV

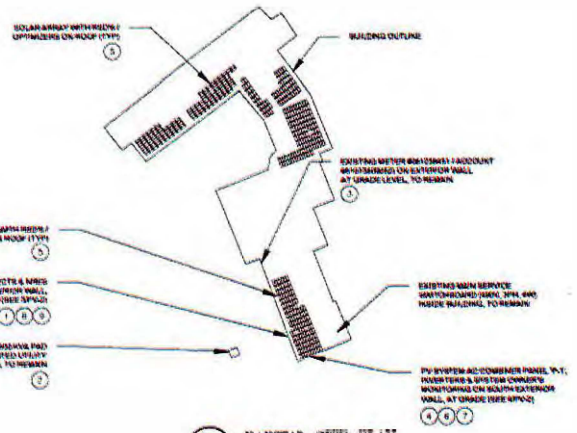
No.	Date

ROOF MOUNTED PV SYSTEM

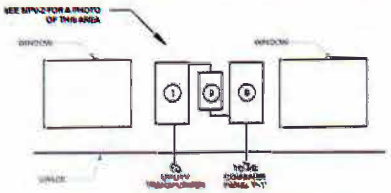
WENDELL L CROSS
ELEMENTARY SCHOOL
1255 HAMILTON AVE
WATERBURY, CT 06706

THREE-LINE DIAGRAM

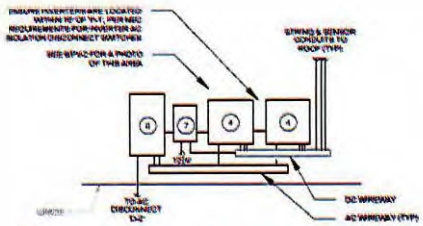
Issue	Sheet
MARCH 13, 2026	PV-1



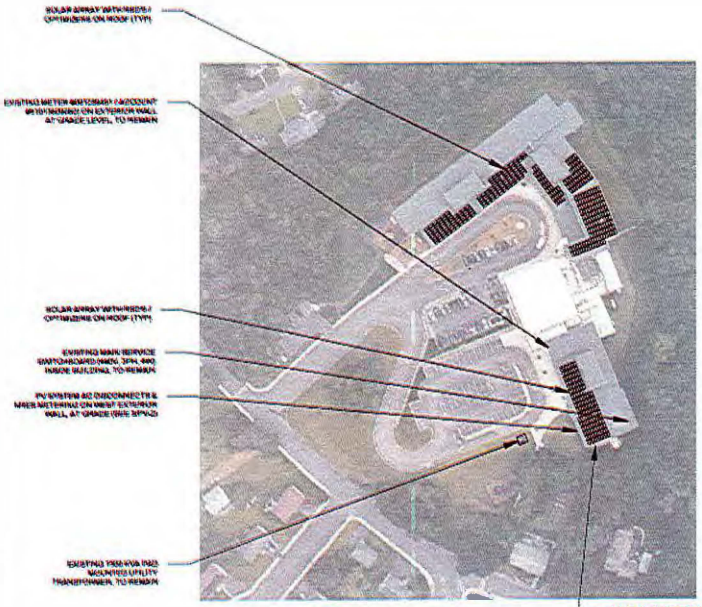
1 PV-2 PARTIAL SITE PLAN
SCALE: N.T.S.



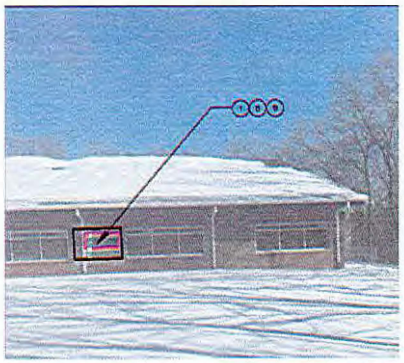
3 PV-2 PROFILE VIEW (WEST EXTERIOR WALL)
SCALE: N.T.S.



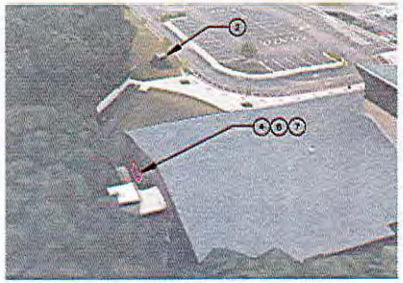
4 PV-2 PROFILE VIEW (SOUTH EXTERIOR WALL)
SCALE: N.T.S.



2 PV-2 AERIAL SITE PHOTO
SCALE: N.T.S.



5 PV-2 WEST EXTERIOR EQUIPMENT AREA PHOTO
SCALE: N.T.S.



6 PV-2 SOUTH EXTERIOR EQUIPMENT AREA PHOTO
SCALE: N.T.S.

PV SYSTEM WORK NOTES

1. WORK INCLUDES INSTALLING PROPOSED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURER'S INSTALLATION PROCEDURES AND INSTRUCTIONS, ALONG WITH A PASSING TWO-SIDED FINAL INSPECTION.
2. WORK AREAS SHALL BE BARRED, FENCED, AND OTHERWISE SECURED AS AND TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSIONS OF EXISTING ELEMENTS SHOWN WERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD MEASUREMENTS, AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL SAW CUT DIMENSIONS AND ENGINEERING SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS SUBJECT TO A COORDINATION OF SHADING, STRINGING, AND WIND ZONE PLACEMENT ON ITS ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL EQUIPMENT SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR SLAB SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUB-ARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE ROOFING SYSTEM VIA CONDUIT CHAIRS.

KEY NOTES (6)

1. UTILITY LOCKABLE & ACCESSIBLE PV SYSTEM AC DISCONNECT 'DU' WITH VISIBLE BLADES ON EXTERIOR WALL AT GRADE.
2. EXISTING UTILITY OWNED PAD MOUNTED TRANSFORMER, TO REMAIN.
3. EXISTING UTILITY REVENUE METER (EVERSOURCE) + ASSET OWNER'S METERING ON EXTERIOR WALL AT GRADE, TO REMAIN.
4. INVERTERS 1 AND 2 ON EXTERIOR WALL AT GRADE.
5. ROOF OBSTRUCTION DEVICES (OTHERWISE ON ROOF, UNDER MODULES - ONE MODULE PER SPACER UNLESS OTHERWISE NOTED)
6. PV SYSTEM AC COMBINER PANEL 'PV1' ON EXTERIOR WALL AT GRADE.
7. SYSTEM OWNER'S MONITORING ON EXTERIOR WALL AT GRADE.
8. UTILITY LOCKABLE & ACCESSIBLE PV SYSTEM AC DISCONNECT 'DJ' WITH VISIBLE BLADES ON EXTERIOR WALL AT GRADE.
9. PV SYSTEM PRIMARY METER SOCKET ON EXTERIOR WALL AT GRADE.

Project Info:

ENGINEER:
SG ENGINEERING LLC
35 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:
ALL ELECTRIC LLC
189 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 376.380 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KW AC)
- (501) SEG SOLAR SEG-380-BTA-BG MODULES (380W STC BIFACIAL)
- TILT = 15°

EVERSOURCE METER
0911236451 (EXISTING)

EVERSOURCE ACCOUNT
[redacted] (EXISTING)

NRES ID # SEA-ESNRES-01256

DAS PROJECT #151-0310-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

WENDELL L CROSS ELEMENTARY SCHOOL
1255 HAMILTON AVE
WATERBURY, CT 06706

PROFILE VIEWS & PARTIAL PLANS

Issue:
Date: MARCH 13, 2026
Scale: NTS

PV-2

ROOF AREA GENERAL NOTES

1. E.C. SHALL FURNISH AND INSTALL ALL DC SOURCE CIRCUIT WIRING PER NEC 690 REQUIREMENTS, CONDUIT REQUIREMENTS, AND IN A NEAT AND WORKMAN LIKE MANNER.
2. INTERIOR MODULE TO MODULE, MODULE TO OPTIMIZER AND OPTIMIZER TO OPTIMIZER WIRING SHALL BE SUPPORTED ON MODULE FRAME SUCH THAT IT WILL NOT DROOP INTO THE REACH OF ICE AND SNOW AND IS NOT EXPOSED TO OBVIOUS SOURCES OF DAMAGE INCLUDING ABRASION OR IS FARTHER FROM THERMAL EXPANSION.
3. ALL DC CONNECTIONS, JUMPERS AND HOME RUNS SHALL USE MATCHING DC CONNECTORS TO MAINTAIN UL LISTING.
4. ALL MODULE DC CONNECTORS SHALL BE TUCKED INTO THE MODULE FRAME OF THE MODULE AND CLIPPED TO THE FRAME.
5. DURING INSTALLATION, ALL DC CONNECTORS FOR MODULES, JUMPERS, AND OPTIMIZERS MUST BE KEPT OFF THE ROOF AT ALL TIMES. PRIOR TO BEING CONNECTED TOGETHER, CONNECTORS MUST BE PROTECTED AGAINST WATER INTRUSION AND SECURED OFF THE GROUND (OR APPROVED ALTERNATIVE METHOD). ANY CONNECTOR LEFT UNPROTECTED AND SUBJECT TO WATER INTRUSION SHALL BE REPLACED IMMEDIATELY WITH NEW COMPONENT AT CONTRACTOR'S SOLE EXPENSE.
6. MOUNT OPTIMIZERS TO RACKING SYSTEM PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. BOND DEVICES TO RACKING SYSTEM PER RACKING AND OPTIMIZER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
7. CONDUIT ROUTING IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. CONTRACTOR TO VERIFY WIRE LOCATIONS AND SUBMIT TO SOLAR DEVELOPER FOR APPROVAL.
8. EXPANSION FITTINGS SHALL BE ADDED TO CONDUIT RUNS EVERY 100' ON STRAIGHT RUNS AND WHEREVER CONDUIT CROSSES BUILDING EXPANSION JOINTS OR TRANSITIONS BETWEEN BUILDING SECTIONS.
9. NO T-SHAPED FITTINGS WILL BE ALLOWED ANYWHERE ON DC CONDUITS. WHERE BRANCH OUTS ARE REQUIRED A PULLBOX MUST BE USED.
10. ALL EXPOSED EXTERIOR CONDUITS SHALL BE EMT WITH CORROSION RESISTANT COATING.
11. ENSURE THAT THE BOTTOM OF ALL ROOF MOUNTED EQUIPMENT ARE A MINIMUM OF 7/8" ABOVE THE ROOF SURFACE TO AVOID THE NEED FOR ADDITIONAL TEMPERATURE DERATING.
12. FOR FLAT ROOFS, PROVIDE SLIP SHEETS UNDER ALL CONTACT SURFACES AND ALWAYS PER MANUFACTURERS RECOMMENDATIONS.

PV SYSTEM WORK NOTES

1. WORK INCLUDES INSTALLING PROPOSED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURERS INSTALLATION PROCEDURES AND INSTRUCTIONS, ALONG WITH ASSOCIATED ELECTRICAL WIRING.
2. WORK AREAS SHALL BE MARKED, FENCED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSION OF EXISTING ELEMENTS SHOWN WERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD INVESTIGATIONS, AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD-VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SHADING, STRINGING, AND WIND ZONE PLACEMENT ON THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR SLIP SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUBARRAY.
8. CONDUIT PLANNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLAMPS.

SYMBOL LEGEND

+	BEGINNING OF STRING
-	END OF STRING
X.X	STRING NUMBER - SEE PV-3 FOR ADDITIONAL INFORMATION

RACKING NOTES

1. RACKING NOTES, DRAWINGS AND REQUIREMENTS WILL BE PROVIDED BY SOLAR DEVELOPER AND RACKING MANUFACTURER.

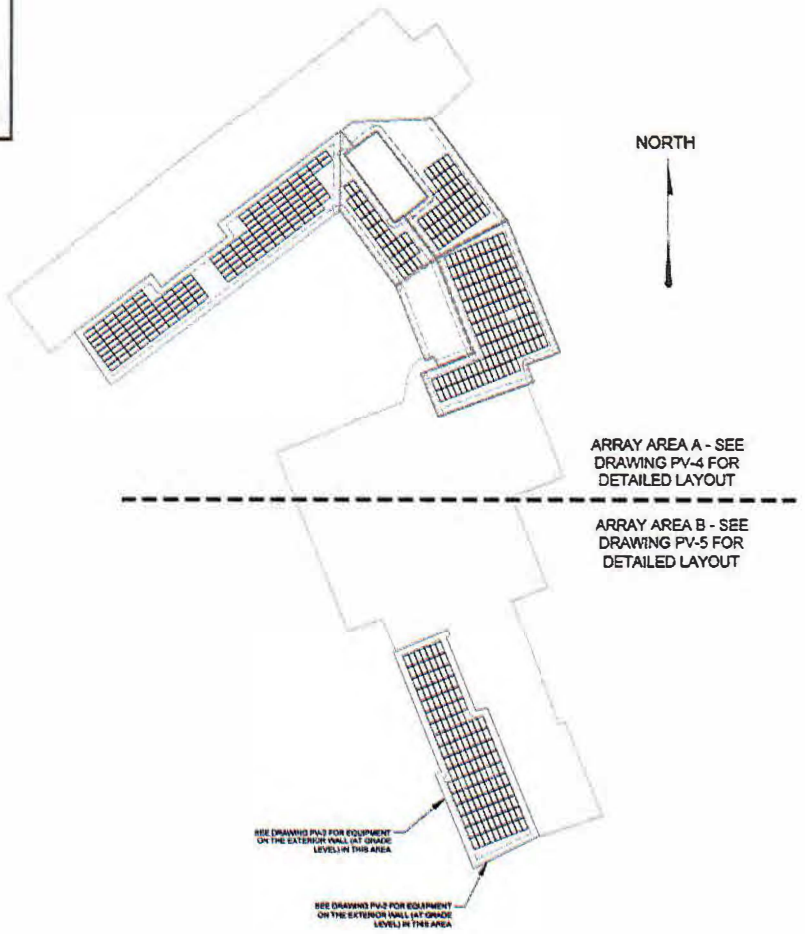
STRING WIRING

String Number	Inverter and MPPT	String ID	Qty of Modules	Qty of Optimizers	Module Type (W DC)	Inverter Type (kW AC)	System DC Size (Array DC)	Conductor Size (AWG) & Type Per String	Voltage Drop (%)
1	1 MPPT 1	1	41	41	590	24.79	24.19	#8	1.80%
1	1 MPPT 2	2	41	41	590	24.79	24.19	#8	1.80%
1	1 MPPT 3	3	41	41	590	24.79	24.19	#8	1.80%
1	1 MPPT 4	4	41	41	590	24.79	24.19	#8	1.80%
1	1 MPPT 5	5	41	41	590	24.79	24.19	#8	1.80%
1	1 MPPT 6	6	41	41	590	24.79	24.19	#8	1.80%
2	2 MPPT 1	1	42	42	590	24.79	24.78	#8	1.84%
2	2 MPPT 2	2	42	42	590	24.79	24.78	#8	1.84%
2	2 MPPT 3	3	42	42	590	24.79	24.78	#8	1.84%
2	2 MPPT 4	4	42	42	590	24.79	24.78	#8	1.84%
2	2 MPPT 5	5	42	42	590	24.79	24.78	#8	1.84%
2	2 MPPT 6	6	42	42	590	24.79	24.78	#8	1.84%
TOTAL			501	501		200.00	295.59		3.67%

STRING CONDUIT REQUIREMENTS

# OF STRINGS PER CONDUIT	MINIMUM CONDUIT SIZE
1 STRING	1"C
2 STRINGS	1-1/4"C
3 STRINGS	1-1/2"C
4-6 STRINGS	2"C
7-10 STRINGS	2-1/2"C
>10 STRINGS	NOT PERMITTED DUE TO DERATING

PROVIDE A #6 AWG EGC IN EACH STRING CONDUIT & BOND PER NEC



1 / PV-3 OVERALL ROOF PLAN
NOT TO SCALE

Project Info

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

190 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 295.590 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (501) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)
- TILT = 18°

EVERSOURCE METER
081238451 (EXISTING)

EVERSOURCE ACCOUNT
51013809082 (EXISTING)

NRES ID # SZ4-ESNRES-01256

DAS PROJECT #151-0310-PV

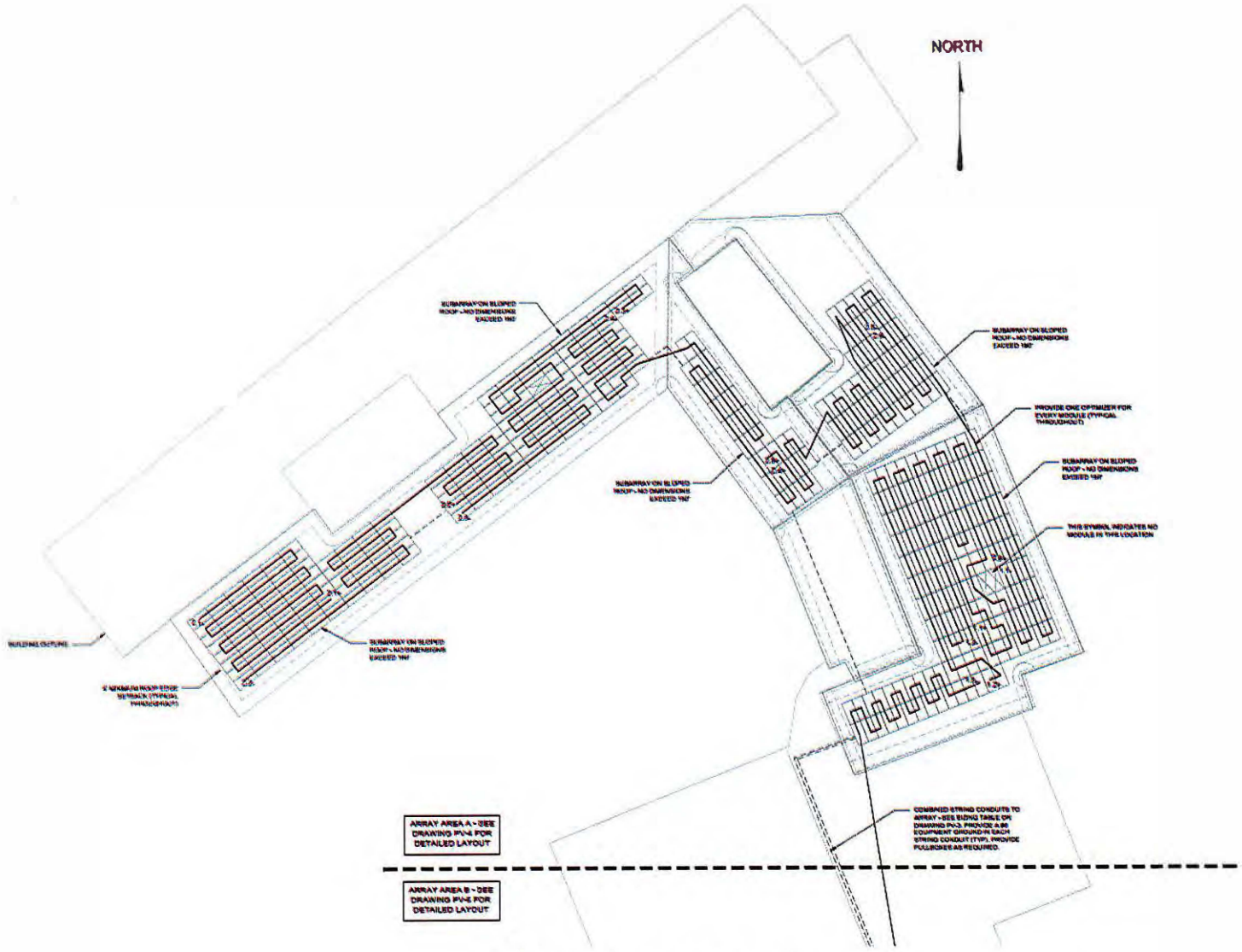
No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

WENDELL L CROSS
ELEMENTARY SCHOOL
1255 HAMILTON AVE
WATERBURY, CT 06706

OVERALL ROOF PLAN

Project	Sheet
Date: MARCH 13, 2026	PV-3
Scale: N.T.S.	



1 PV-4 DETAILED ARRAY LAYOUT – AREA 'A'
SCALE: 1/16" = 1'-0"

Project Info

ENGINEER:

SG ENGINEERING LLC

36 FOXCROFT COURT
SOUTHINGTON, CT
SGIDESIGN.COM
sg@sgidesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 283.590 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (501) SEG SOLAR SEG-580-BTA-BG MODULES (580W STC BIFACIAL)
- TILT = 18°

EVERSOURCE METER
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EVERSOURCE ACCOUNT
51013809062 (EXISTING)

NRES ID # 324-ESNRES-01 256

DAS PROJECT #131-0310-PV

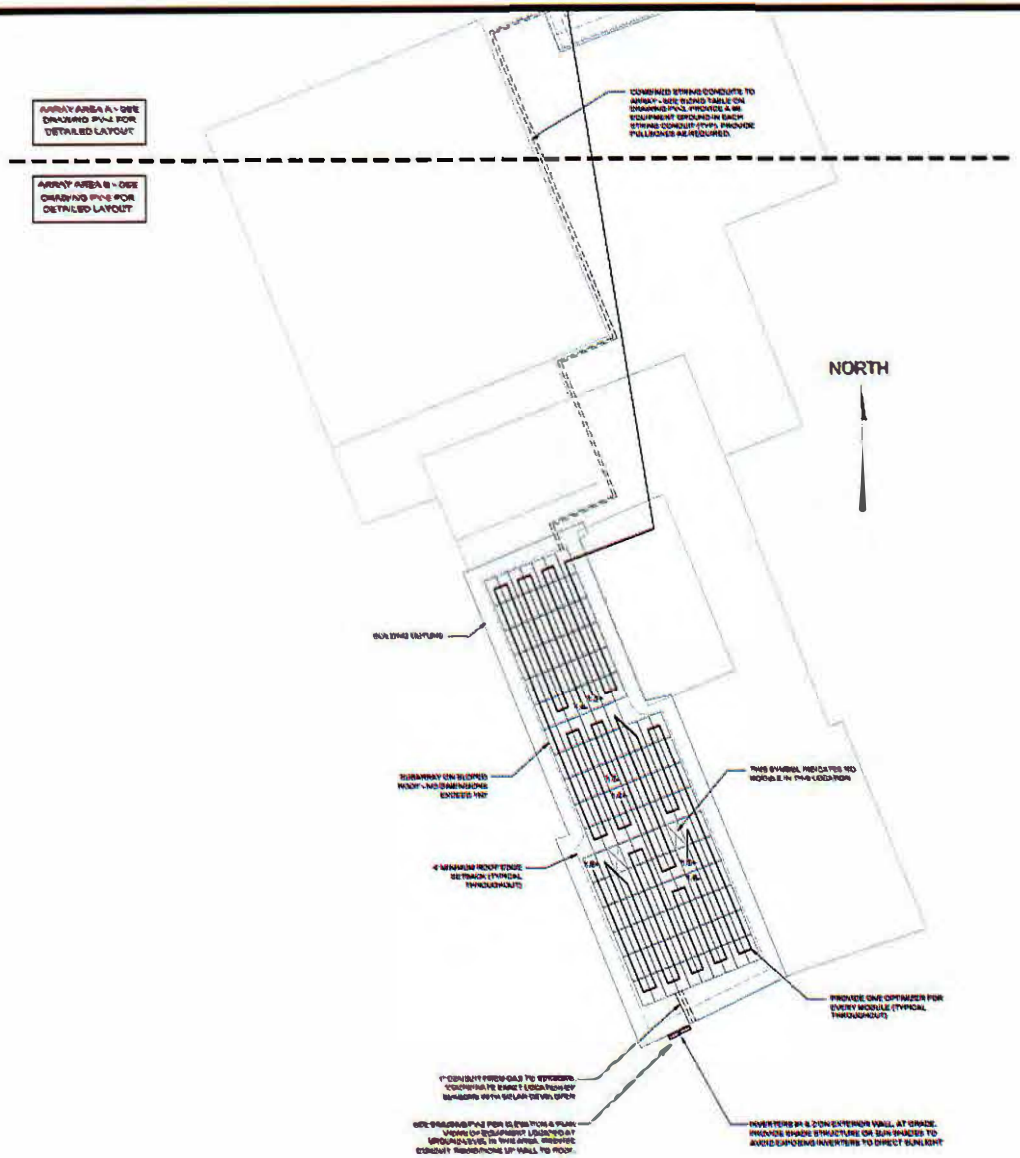
No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

WENDELL L CROSS ELEMENTARY SCHOOL
1255 HAMILTON AVE
WATERBURY, CT 06706

DETAILED ROOF PLAN - AREA 'A'

Project 2600482	Sheet PV-4
Date MARCH 13, 2026	
Scale 1/16" = 1'-0"	



1 PV-5 DETAILED ARRAY LAYOUT - AREA 'B'
SCALE: 1/16" = 1'-0"

Project Info

ENGINEER:
SG ENGINEERING LLC
36 FOXCROFT COURT
SOUTHINGTON, CT
SGFDESIGN.COM
[redacted]

SOLAR DEVELOPER:
ALL ELECTRIC LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 255.990 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (591) SEG SOLAR SEG-380-BTB-BG MODULES (390W STC BIFACIAL)
- TILT = 18°

EVERSOURCE METER
08123451 (EXISTING)

EVERSOURCE ACCOUNT
51013009342 (EXISTING)

NRES ID # SZB-ESNRES-01256

DAS PROJECT #131-0310-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

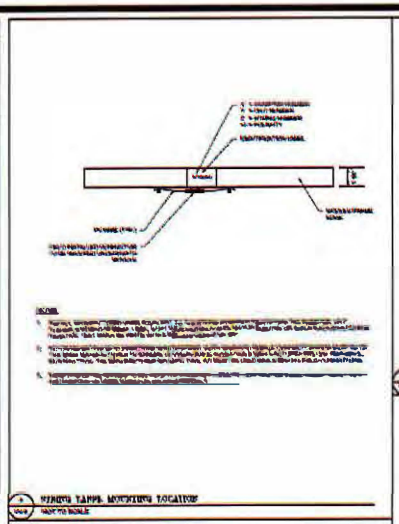
WENDELL L CROSS ELEMENTARY SCHOOL
1255 HAMILTON AVE
WATERBURY, CT 06706

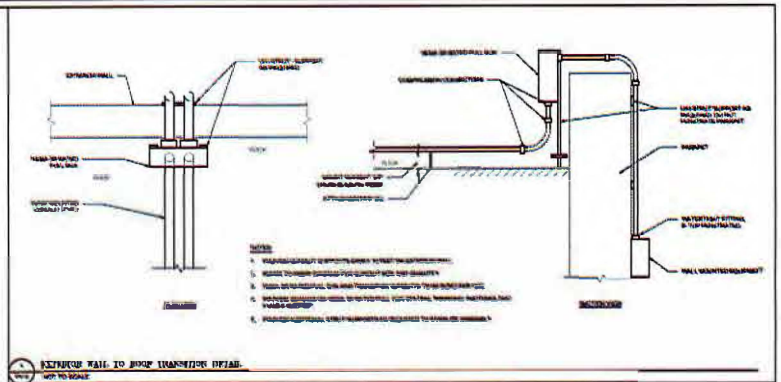
DETAILED ROOF PLAN - AREA 'B'

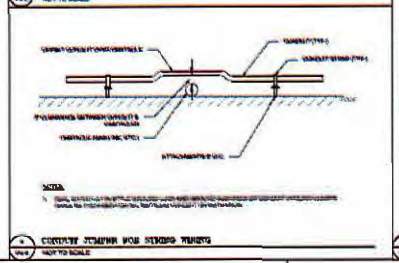
Project 2000462	Sheet PV-5
Date MARCH 13, 2026	
Scale 1/16"=1'-0"	

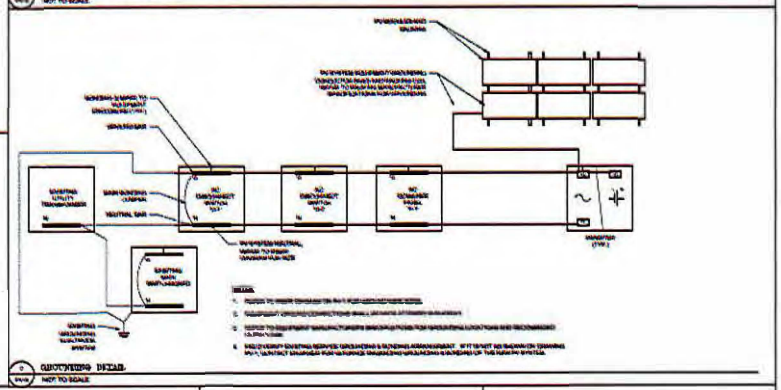
GENERAL NOTES

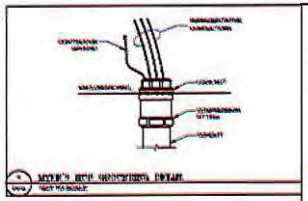
ABBREVIATIONS

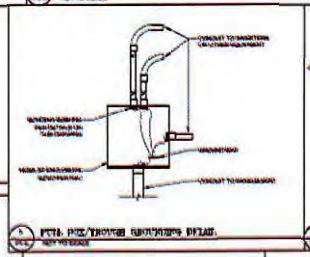


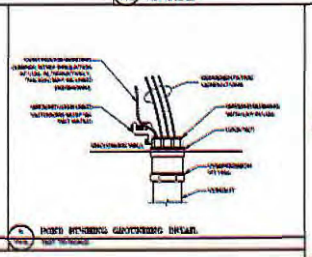


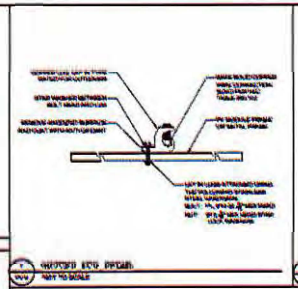




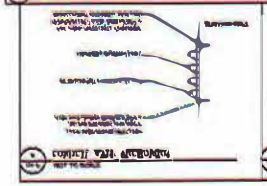


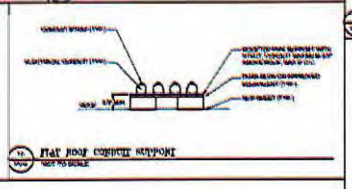


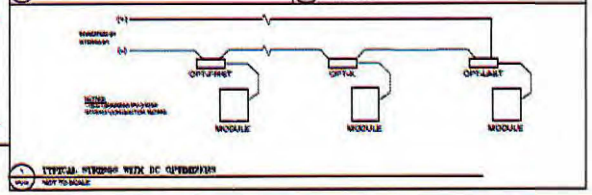












Project Info

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGDESIGN.COM
sge@sgdesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 295.590 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (501) SEG SOLAR SEG-590-STA-BG MODULES (590W STC BIFACIAL)
- TILT = 10°

EVERSOURCE METER
#[illegible] (EXISTING)

EVERSOURCE ACCOUNT
#[illegible] (EXISTING)

NRES ID # 524-SENRES-01256

DAS PROJECT #151-0310-PV

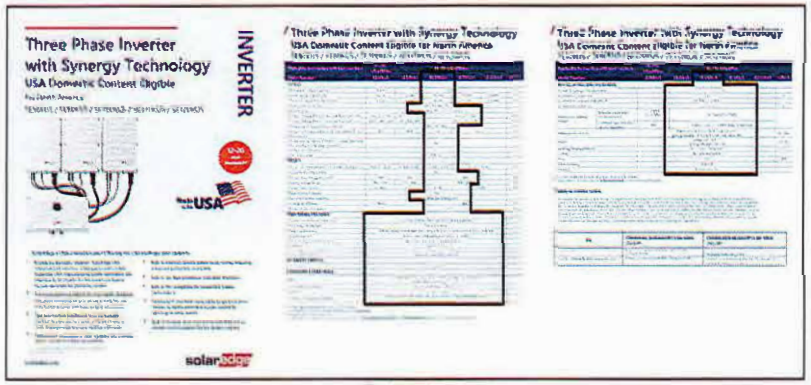
No.		Date

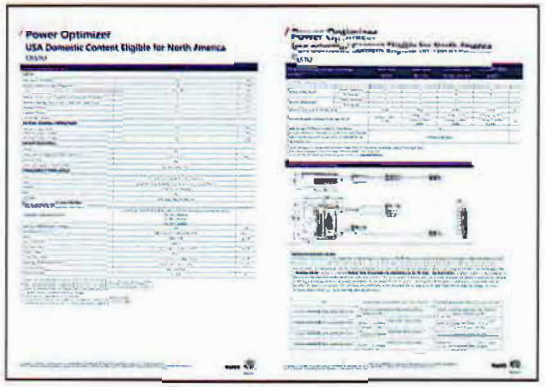
ROOF MOUNTED PV SYSTEM

WENDELL L CROSS
ELEMENTARY SCHOOL
235 MAIN TOM AVE
WATERBURY, CT 06705

NOTES, DETAILS & ABBREVIATIONS

Sheet	Sheet
Date: MARCH 13, 2026	PV-8
Scale: NTS	







EQUIPMENT DATA SHEETS

MARCH 13, 2026

PV-9



SOURCE: http://www.pvlabels.com

SOURCE: http://www.pvlabels.com

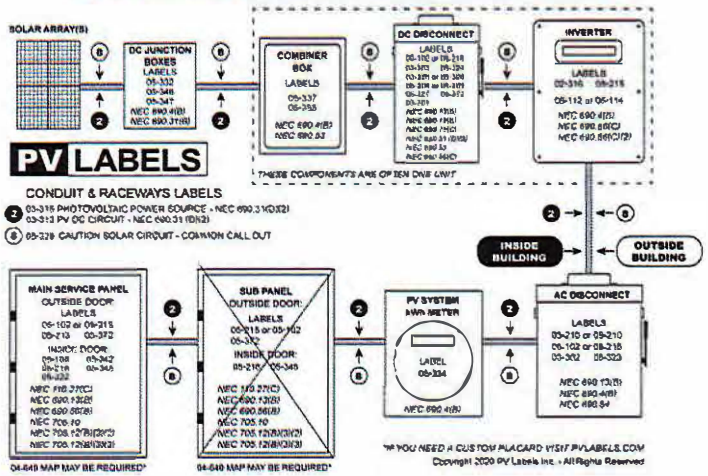
1 PV-10 LABELS



STRING NUMBER LABEL

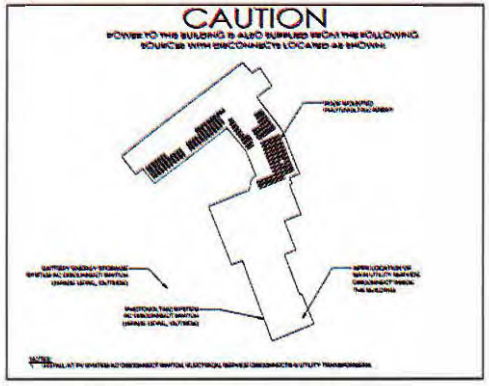
PHOTOVOLTAIC SOLAR SYSTEM MARKING - DC STRINGS

RECOMMENDATIONS BASED ON 2020 NEC, COMMON CALL OUTS AND PACKAGE CONTENTS



SOURCE: http://www.pvlabels.com/

2 PV-10 LABEL LOCATIONS



3 PV-10 POWER SOURCE DIRECTORY

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:
ALL ELECTRIC LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 235.580 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (521) SEG SOLAR SEG-380-BTA-BG MODULES (380W STC BIFACIAL)
- TILT = 18°

EVERSOURCE METER # 881238431 (EXISTING)

EVERSOURCE ACCOUNT # 31013809082 (EXISTING)

NRES ID # S24-ESNRES-01256

DAS PROJECT #131-0310-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

WENDELL L CROSS ELEMENTARY SCHOOL
1255 HAMILTON AVE
WATERBURY, CT 06706

LABELS & SIGNAGE

Issue	Sheet
Date: MARCH 13, 2026	PV-10
Scale: NTS	

ELECTRICAL SPECIFICATIONS



Project Info:

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
[redacted]

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 285.360 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (501) SEG SOLAR SEG-380-BTA-BG MODULES (380W STC BIFACIAL)
- TILT = 18°

EVERSOURCE METER
681238451 (EXISTING)

EVERSOURCE ACCOUNT
51013809082 (EXISTING)

NRES ID # S24-ESNRES-01256

DAS PROJECT #151-0310-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

WENDELL L CROSS
ELEMENTARY SCHOOL
1255 HAMILTON AVE
WATERBURY, CT 06706

SPECIFICATIONS

Drawn	Sheet
Date: MARCH 13, 2026	PV-11
Scale: NTS	

Wendell Cross – 151-0310 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

M.M. Generali – 151-0311 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Sprague School – 151-0312 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Tinker School – 151-0313 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

West Side School – 151-0314 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and

the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

CODE CONFORMITY CERTIFICATION

FORM SCG-3030

Director
Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, Connecticut 06103

Subject: State Project Number: 151-0310 PV

LEA: Waterbury Public Schools

Phase: 1 of 1

Facility Name: Wendell L. Cross Elementary School

Local Health Department Jurisdiction: Waterbury Health Department

Pursuant to Section 10-292 of the Connecticut General Statutes, the final plans for any phase of a school building project as provided in CGS Section 10-291 must be in conformance with state codes, statutes, regulations and to federal laws. The following documents are attached (mark boxes "x", as appropriate):

Attached	N/A	
☐	☒	ICC Code Review Checklist completed by Local Official or Third-party reviewer
☐	☒	Plan Review Record (PRR) by Local Officials or Third-party reviewer
☐	☒	Design Professional's response to PRR with Local Officials acceptance
☐	☒	Approved Code Modifications
☐	☒	Second copy of Code/Egress/Site drawings for OSCG&R file
☒	☐	Final Construction documents for OSCG&R review

We, the undersigned, have reviewed the construction documents (drawings and project manuals) for the above referenced school building project (the Project) dated 3/13/2026. As confirmation of our review in accordance with OSCG&R Guidelines and Plan Review checklists, we have signed and dated the cover page of the project's drawings and manuals. As it relates to my specific jurisdiction, and to the best of my knowledge, information, and belief, the review has determined the project's construction documents appear to be in compliance with the current Connecticut State Building Code, Fire Safety Code, State Fire Prevention Code, Connecticut Department of Public Health Regulations, Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act (ADA) of 1990, and OSHA requirements.

Building Official:

Frank Baker _____ Signature: _____ Date: _____
(Print Name):

Fire Marshal:

Tom Fitzgerald _____ Signature: _____ Date: _____
(Print Name):

Section 504 Official:

Mike Konopka _____ Signature: _____ Date: _____
(Print Name):

Health Inspector:

Richard Lee _____ Signature: _____ Date: _____
(Print Name):

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	Wendell L. Cross Elementary School 1255 Hamilton Ave, Waterbury, CT 06706	151-0310 PV
		PHASE NUMBER: 1

Estimated date* to begin construction July 6, 2026 Estimated date to complete construction October 1, 2026

* **NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	6 /18 /2026	/ /
School Building Committee	6 /4 /2026	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated 3/13/2026, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated 5/20/2026, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print) | Signature | Date**

For the School Building Committee:

Chairperson's Name (Type or print) | Signature | Date**

** **Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

CSW Energy (Firm Name (Type or print)) | Signature | (845) 551-7881 (Telephone No.)

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print) | Signature | Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

N:\Website migration\SCG-042 Request for review of plans
FORM SCG-042 Rev. 7/2017 KD

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0310 PV

Project Name: Wendell L. Cross Elementary School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	5/29/2026

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated 3/13/2026 for the above referenced project comply with all applicable building codes.

Local Building Official's Name | Signature | Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated 3/13/2026 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name | Signature | Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated 3/13/2026 for the above referenced project comply with all applicable health codes.

Local Health Official's Name | Signature | Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated 3/13/2026 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name | Signature | Date

NOTES:

1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

#2b

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

Date: May 29, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Building and School Facilities Members

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr.

From: Nicholas Albini, Chief Operating Officer

Subject: Review of Plans for RFP#8595 Rooftop Solar Photovoltaic Systems

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

This Honorable Board of Education ("BOE") and the Honorable Board of Aldermen previously approved a construction contract between the City of Waterbury and All-Electric Construction & Communication LLC ("All-Electric") to design and install rooftop solar systems at the following five schools: B.W. Tinker Elementary School, M.M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School.

This submission today requests that the BOE Building School Facilities Committee and the BOE authorize their respective Chairpersons to sign the CT Department of Administrative Services Office of Grants Administration ("DAS-OGA") form "SCG-042 – Request for Review of Final Plans" for the school rooftop solar projects at five schools, as well as, The Department of Administrative Services (DAS-OSCG&R) form" SCG-3030 – Code Conformity Certification: Tinker, Generali, Sprague, Wendell Cross, and West Side. In support of this request, we include the final plans, building permits, and updated cost estimates for each of these five-school rooftop solar projects. In addition, we have attached the required separate motions for each school rooftop solar project that need to be passed by both the BOE Building Facilities Committee and the BOE for these projects to proceed through the DAS-OGA review process.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

The goal at this stage of these five-school rooftop solar projects is to receive approval for the Chairperson of the BOE Building Facilities Committee to sign form SCG-042 and the SCG-3030 at their June 4th meeting, and to receive approval for the Chairperson of the BOE to sign form SCG-042 at their June 18th meeting. Following that June 18th meeting, all required DAS-OGA forms and final plans in support of these five-school rooftop solar projects will be signed by the appropriate municipal officials in advance of a final plan review meeting to be scheduled with DAS-OGA. Once the plan review meeting with DAS-OGA occurs, and the final plans are approved by DAS-OGA, the city will receive authorization to begin construction of these five-school rooftop solar projects.

Members of CSW and WDC will be at the June 4th and June 18th meetings to answer any questions.

The City of Waterbury
Department of Inspection
185 South Main Street, 5th floor
(1 Jefferson Square)
Waterbury, CT 06702
Applications & Permits: Monday – Friday 8:00 a.m. to 4:00 p.m.
Building: 203 574 6832 Electrical: 203 574 8382
HVAC / Plumbing: 203 574 6856 Fax: 203 574 6854
Sealer of Weights and Measures: 203 574 8387

BD - Electrical Permit

Permit #: PR20260000908 Date of Issue: 4/30/26

Location of Work: 3196 EAST MAIN ST, Waterbury, CT

This permit is hereby granted to perform the following work:

Install
Other
Install 239 roof mount solar panels 172.872 KW
With installation of new second service off existing
ground mount transformer to P.V. system only

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

All work covered by this permit has been authorized by the owner of this property.
This permit is granted under the condition that the work shall be done in accordance with the laws of the State of Connecticut and the ordinance of the City of Waterbury. If any statements of said application are false, or if any change is made to the plans/specifications without the consent of the Building Inspector or his duly appointed agent, this permit shall be revocable.

Approved plans must be retained on the job and this card must be kept posted until final inspection has been made. Such building shall not be occupied until final inspection has been made, and where applicable, a Certificate of Occupancy/Approval has been issued.

The Following Permit in no way relieves the Architect, Engineer, or Contractor from the responsibility of having their design/construction meet all requirements of the Connecticut Fire Saftey Code (C.F.S.C.) and all applicable standards.

Contacts:

Applicant	Angelica Guild/AEC Solar LLC180 Wampus La.Milford, CT 06460
Contractor	Patrick Lewis/AEC Solar180 Wampus La.Milford, CT 06460
Owner	CITY OF WATERBURY GENERALLI SCHOOL235 GRAND STWATERBURY, CT 06702
Donation Bin Owner	

Issued By: Domenic Mascolo Title: Electrical Inspector
Signature: D. Mascolo

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Construction Documents Estimate

State Project #	EstNum000459				
LEA	Waterbury Public Schools				
School Name	Margaret M Generali Elemer				
Project Type					
Square Footage of Construction	25,000				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible Costs
Project Cost	$544,000.00	of Project Costs	$21.76	Project Ineligible Costs	$86,544.09
All Soft Cost	$173,928.55			Ineligible Soft Costs	$86,544.09
Construction Cost	$370,071.45	of Construction Cost	$14.80	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$370,071.45	of Eligible Costs	$14.80		

Construction Cost			Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	A1010. Standard Foundations	0.00	0.00
		A1020. Special Foundations	0.00	0.00
		A1030. Slab on Grade	0.00	0.00
	A20. Basements	A2010. Basement Excavation	0.00	0.00
		A2020. Basement Walls	0.00	0.00
B. SHELL	B10. Super Structure	B1010. Floor Construction	0.00	0.00
		B1020. Roof Construction	0.00	0.00
	B20. Exterior Enclosures	B2010. Exterior Walls	0.00	0.00
		B2020. Exterior Windows	0.00	0.00
		B2030. Exterior Doors	0.00	0.00

	B30. Roofing	B3010. Roof Coverings	0.00	0.00
		B3020. Roof Openings	0.00	0.00
C. INTERIORS	C10. Interior Construction	C1010. Partitions	0.00	0.00
		C1020. Interior Doors	0.00	0.00
		C1030. Fittings	0.00	0.00
	C20. Stairs	C2010. Stair Construction	0.00	0.00
		C2020. Stair Finishes	0.00	0.00
	C30. Interior Finishes	C3010. Wall Finishes	0.00	0.00
		C3020. Floor Finishes	0.00	0.00
		C3030. Ceiling Finishes	0.00	0.00
D. SERVICES	D10. Conveying	D1010. Elevators & Lifts	0.00	0.00
		D1020. Escalators & Moving Walks	0.00	0.00
		D1090. Other Conveying Systems	0.00	0.00
	D20. Plumbing	D2010. Plumbing Fixtures	0.00	0.00
		D2020. Domestic Water Distribution	0.00	0.00
		D2030. Sanitary Waste	0.00	0.00
		D2040. Rain Water Drainage	0.00	0.00
		D2090. Other Plumbing Systems	0.00	0.00
	D30. HVAC	D3010. Energy Supply	0.00	0.00
		D3020. Heat Generating Systems	0.00	0.00
		D3030. Cooling Generating Systems	0.00	0.00
		D3040. Distribution Systems	0.00	0.00
		D3050. Terminal & Package Units	0.00	0.00
		D3060. Controls & Instrumentation	0.00	0.00
		D3070. Systems Testing & Balancing	0.00	0.00
		D3090. Other HVAC systems & Equi[pment	0.00	0.00
	D40. Fire Protection	D4010. Sprinklers	0.00	0.00
		D4020. Standpipes	0.00	0.00
		D4030. Fire Protection Specialties	0.00	0.00
		D4090. Other Fire Protection Systems	0.00	0.00
	D50. Electrical	D5010. Electrical Service & Distribution	0.00	0.00
		D5020. Lighting and Branch Wiring	0.00	0.00
		D5030. Communications & Security	0.00	0.00
		D5090. Other Electrical Systems	271405.90	0.00

E. EQUIPMENT & FURNISHINGS	E10. Equipment	E1010. Commercial Equipment	0.00	0.00
		E1020. Institutional Equipment	0.00	0.00
		E1030. Vehicular Equipment (Bldg fixed)	0.00	0.00
		E1090. Other Equipment	0.00	0.00
	E20. Furnishings	E2010. Fixed Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	F1010. Special Structures	0.00	0.00
		F1020. Integrated Construction	0.00	0.00
		F1030. Special Construction Systems	0.00	0.00
		F1040. Special Facilities	0.00	0.00
		F1050. Special Controls & Instrumentation	0.00	0.00
	F20. Selective Building Demolition	F2010. Building Elements Demolition	0.00	0.00
	F30. Abatement	F3010. PCB/Asbestos/Lead Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	X1010. General Conditions	54454.05	0.00
	X20. Overhead & Profit	X2020. Office Overhead & Profit	44211.50	0.00
		X2030. Trade Contractor Bond Costs	0.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	Z30. Construction Contingency	0.00	0.00

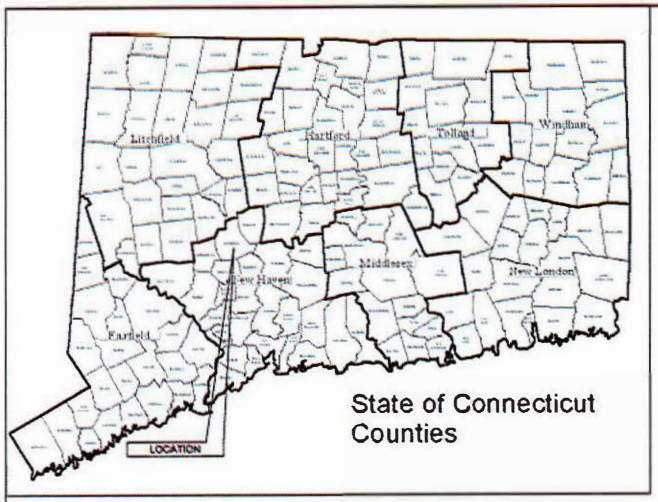
Soft Cost		Cost	Ineligibles
G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00

	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	6914.80	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissioning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	62000.00	7800.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	10000.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	1587.26	0.00
	T5010. State Permit Fees	141.44	141.44
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	6882.40	0.00
U. CONTINGENCIES	U1010. Owner Contingency	86402.65	78602.65
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00

	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

Save CD Estimate And Continue | Save CD Estimate And Exit | Submit CD Estimate

ROOFTOP PV ARRAY INSTALLATION AT:



LOCATION MAP
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

MARGARET M. GENERALI ELEMENTARY SCHOOL

3196 E MAIN ST

WATERBURY, CT 06705

DAS PROJECT #151-0311-PV

APPLICABLE CODES

NATIONAL ELECTRIC CODE - 2020
ARTICLE 230 - SERVICES
ARTICLE 240 - OVERCURRENT PROTECTION
ARTICLE 250 - GROUNDING AND BONDING
ARTICLE 300 - WIRING METHODS
ARTICLE 310 - CONDUCTORS
ARTICLE 690 - SOLAR PHOTOVOLTAIC SYSTEMS
ARTICLE 705 - INTERCONNECTED ELECTRIC POWER PRODUCTION SOURCES

PV SYSTEM INFORMATION

SYSTEM SIZE (DC):	172.870 kW STC + BIFACIAL GAIN
SYSTEM SIZE (AC):	120.000 kW / 120.000 kVA
INVERTER QUANTITY:	1
INVERTER TYPE:	SOLAREDGE SE120KUS (120 kVAC)
MODULE QUANTITY:	293
MODULE TYPE	SEG SOLAR SEG-590TB-BG (590W STC + BIFACIAL GAIN)
RACKING TYPE:	K2 RACKING
RAPID SHUTDOWN DEVICES:	SOLAREDGE S650 OPTIMIZERS

UTILITY INFORMATION

COMPANY:	EVERSOURCE
ACCOUNT NUMBER:	3103981302 (EXISTING)
METER NUMBERS:	6981338 & 6981329 (EXISTING)
NRES ID NUMBER:	SEG-EVERSOURCE
DAS PROJECT NUMBER:	151-0311-PV

PROJECT SIGNATURES

AHJ	NAME	SIGNATURE	DATE
BUILDING INSPECTOR			
FIRE MARSHAL			
HEALTH INSPECTOR			
ADA 504 COORD			

Stephen Gendreau, P.E.

Digitally signed by Stephen Gendreau, P.E.
Date: 2026.03.04 14:13:35 -05'00'

PREPARED FOR:

ALL ELECTRIC LLC
CONSTRUCTION & COMMUNICATION
allelectricct.com

PREPARED BY:

SG ENGINEERING LLC
sgedesign.com

PROJECT DESCRIPTION

THIS INSTALLATION CONSISTS OF A UTILITY INTERACTIVE SOLAR PHOTOVOLTAIC SYSTEM AT A SCHOOL BUILDING IN WATERBURY, CONNECTICUT. THE PV SYSTEM IS COMPRISED OF MODULES MOUNTED ON THE ROOF OF BUILDING. THE PV SYSTEM ALSO INCLUDES AN INVERTER LOCATED ON THE EXTERIOR WALL OF THE BUILDING. THE AC INVERTER OUTPUT POWER IS FED THROUGH DISCONNECT SWITCHES AND A UTILITY METER TO THE POINT OF CONNECTION AT AN EXISTING UTILITY TRANSFORMER.

DRAWING LIST

N/A	COVER SHEET
PV-1	THREE-LINE DIAGRAM
PV-2	PROFILE VIEWS & PARTIAL PLANS
PV-3	OVERALL ROOF PLAN
PV-4,5,6,7	[NOT USED]
PV-8	NOTES, DETAILS & ABBREVIATIONS
PV-9	EQUIPMENT DATA SHEETS
PV-10	LABELS & SIGNAGE
PV-11	SPECIFICATIONS

DOCUMENTS BY OTHERS

RACKING MANUFACTURER DRAWINGS
STRUCTURAL ENGINEERING CALCULATIONS

REVISIONS:

02-18-2026:	INTERCONNECTION APPLICATION
03-04-2026:	ISSUED FOR CONSTRUCTION

INVERTER RELAY SETTINGS

TABLE I: INVERTERS' VOLTAGE TRIP SETTINGS

TABLE II: INVERTERS' FREQUENCY TRIP SETTINGS

TABLE III: INVERTERS' VOLTAGE RIDE-THROUGH CAPABILITY & OPERATIONAL REQUIREMENTS

TABLE IV: INVERTERS' FREQUENCY RIDE-THROUGH CAPABILITY

TABLE V: GRID SUPPORT UTILITY INTERACTIVE INVERTER FUNCTIONS STATUS

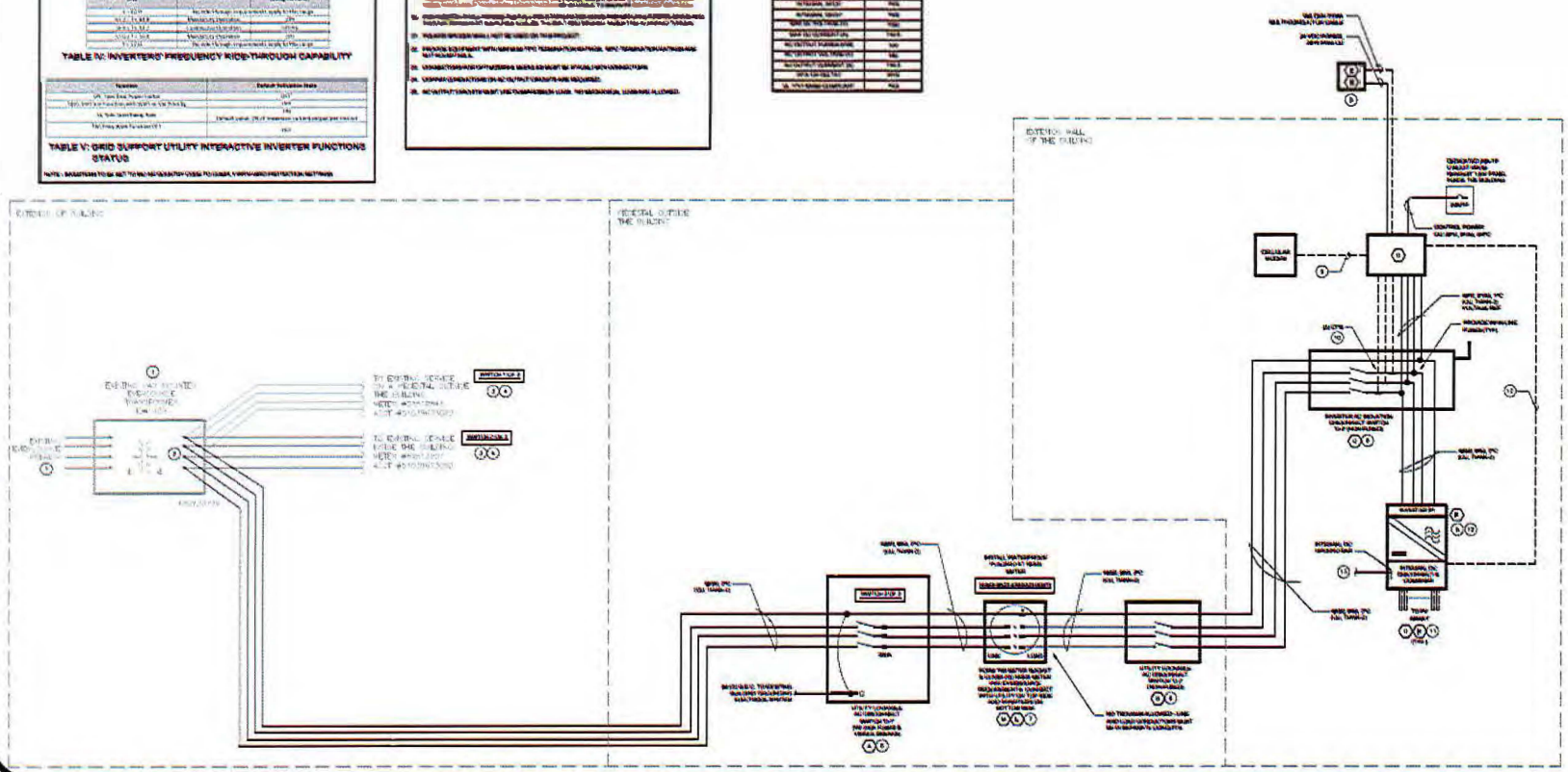
SOLAR PV GENERAL NOTES

KEY NOTES

INVERTER DATA

EQUIPMENT SCHEDULE

A	AC DISCONNECT	EATON OR APPROVED EQUIVALENT		NEW
B	PV SYSTEM AC DISCONNECT	EATON OR APPROVED EQUIVALENT		NEW
C				NEW
D				NEW
E				NEW
F	PV MODULES			NEW
G				NEW
H				NEW
I				NEW
J				NEW
K				NEW
L				NEW
M				NEW
N				NEW



ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sg@sgedesign.com

SOLAR DEVELOPER:
ALL ELECTRIC LLC
180 VERMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 172.070 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE12KUS INVERTER (12 KWAC)
- (293) SEG SOLAR SEG-390-BTA-BG MODULES (390W STC BIFACIAL)

EVERSOURCE METERS
03810846 (EXISTING OUTSIDE) &
89513207 (EXISTING INSIDE)

EVERSOURCE ACCOUNT
51039873082 (EXISTING)

NRES ID # SZH-ESNRES-00675

DAS PROJECT #151-0311-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

MARGARET M. GENERALI
ELEMENTARY SCHOOL
3196 E MAIN ST
WATERBURY, CT 06705

THREE-LINE DIAGRAM

DATE: MARCH 4, 2026
SCALE: NTS

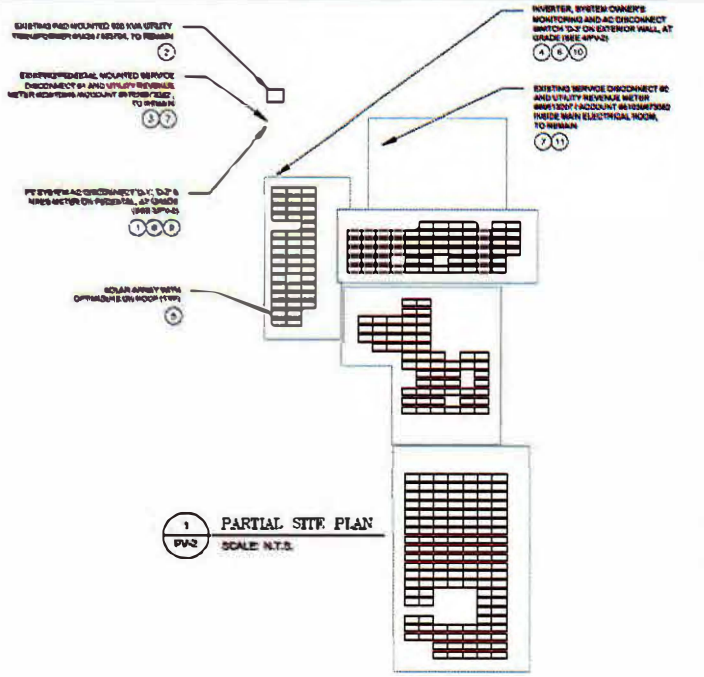
PV-1

KEY NOTES

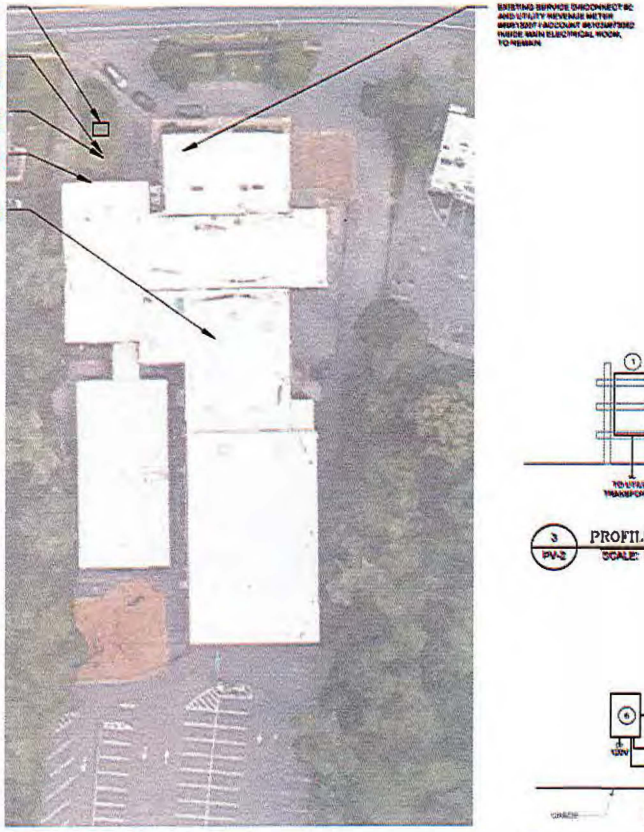
1. UTILITY LOCKABLE ELECTRICALLY PV SYSTEM AC DISCONNECT "DA" WITH VISIBLE BLADES ON PEDESTAL, AT GRADE.
2. EXISTING 500 KVA UTILITY COMPANY PAD MOUNTED TRANSFORMER #1439, TO REMAIN.
3. EXISTING UTILITY REVENUE METER SERVICING ACCOUNT #5103967 3082 ON PEDESTAL, AT GRADE, TO REMAIN.
4. INVERTER 1 ON EXTERIOR WALL, AT GRADE.
5. SMART SWITCHGEAR DEVICES MOUNTED ON ROOF, UNDER MODULES - ONE SWITCHGEAR PER MODULE.
6. SYSTEM OWNER'S MONITORING DEVICE ON EXTERIOR WALL, AT GRADE.
7. EXISTING SERVICE DISCONNECT 1, TO REMAIN.
8. LOCKABLE & ACCESSIBLE PV SYSTEM AC DISCONNECT "DJ" WITH VISIBLE BLADES ON PEDESTAL, AT GRADE.
9. PV SYSTEM NRES METER SOCKET ON PEDESTAL, AT GRADE.
10. INVERTER AC ISOLATION DISCONNECT SWITCH "DJ" ADJACENT TO INVERTER - ON SAME WALL, AT GRADE.
11. EXISTING UTILITY REVENUE METER #8951 3207 / ACCOUNT #5103967 3082 INSIDE ELECTRICAL ROOM, TO REMAIN.

PV SYSTEM WORK NOTES

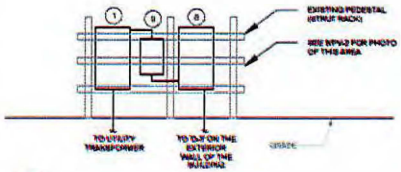
1. WORK INCLUDES INSTALLING PROPOSED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURERS INSTALLATION PROCEDURES AND INSTRUCTIONS, ALONG WITH ASSOCIATED ELECTRICAL WIRING.
2. WORK AREAS SHALL BE MARKED, FENCED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSION OF EXISTING ELEMENTS SHOWN WERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD MEASUREMENTS, AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SHADING, STRINGING, AND TYING ZONE PLACEMENT ON THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT FABRICATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR RAILS SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUBARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLAMPS.



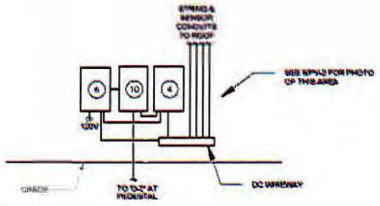
1 PV-2 PARTIAL SITE PLAN
SCALE: N.T.S.



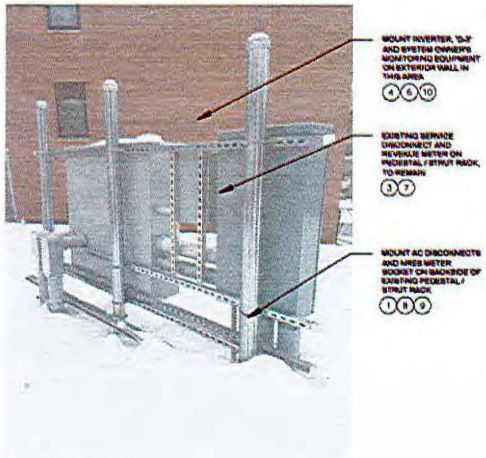
2 PV-2 AERIAL SITE PHOTO
SCALE: N.T.S.



3 PV-2 PROFILE VIEW (PEDESTAL)
SCALE: N.T.S.



4 PV-2 PROFILE VIEW (EXTERIOR WALL)
SCALE: N.T.S.



5 PV-2 EXTERIOR EQUIPMENT AREA PHOTO
SCALE: N.T.S.

Project Info:

ENGINEER:

SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC
120 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 172.870 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTER (120 KWAC)
- (293) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810846 (EXISTING OUTSIDE) &
8951 3207 (EXISTING INSIDE)

EVERSOURCE ACCOUNT
5103967 3082 (EXISTING)

NRES ID # SG-ESNRES-00875

DAS PROJECT #151-0311-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

MARGARET M. GENERALI ELEMENTARY SCHOOL
3196 E MAIN ST
WATERBURY, CT 06705

PROFILE VIEWS & PARTIAL PLANS

Plan	Sheet
Date: MARCH 4, 2026	PV-2
Scale: NTS	

ROOF AREA GENERAL NOTES

1. E.C. SHALL FURNISH AND INSTALL ALL DC SOURCE CIRCUIT WIRING PER NEC 2020 REQUIREMENTS, CONTRACT REQUIREMENTS, AND IN A NEAT AND WORKMAN LIKE MANNER.
2. INTERACTION MODULE TO MODULE, MODULE TO OPTIMIZER AND OPTIMIZER TO OPTIMIZER WIRING SHALL BE SUPPORTED ON MODULE FRAME SUCH THAT IT WILL NOT DROOP INTO THE REACH OF ICE AND SNOW AND IS NOT EXPOSED TO OBVIOUS SOURCES OF DAMAGE INCLUDING ABRASION OR STRAIN FROM THERMAL EXPANSION
3. ALL DC CONNECTORS, JUMPERS AND HOME RUNS SHALL USE MATCHING DC CONNECTORS TO MAINTAIN UL LISTING.
4. ALL MODULE DC CONNECTORS SHALL BE TUCKED INTO THE MODULE FRAME OF THE MODULE AND CLIPPED TO THE FRAME.
5. DURING INSTALLATION, ALL DC CONNECTORS FOR MODULES, JUMPERS, AND OPTIMIZERS MUST BE KEPT OFF THE ROOF AT ALL TIMES. PRIOR TO BEING CONNECTED TOGETHER, CONNECTORS MUST BE PROTECTED AGAINST WATER INTRUSION AND SECURED OFF THE GROUND (OR APPROVED ALTERNATIVE METHOD). ANY CONNECTOR LEFT UNPROTECTED AND SUBJECT TO WATER INTRUSION SHALL BE REPLACED IMMEDIATELY WITH NEW COMPONENT AT CONTRACTOR'S SOLE EXPENSE.
6. MOUNT OPTIMIZERS TO RACKING SYSTEM PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. BOND DEVICES TO RACKING SYSTEM PER RACKING AND OPTIMIZER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
7. CONDUIT ROUTING IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. CONTRACTOR TO DETERMINE LOCATIONS AND SUBMIT TO SOLAR DEVELOPER FOR APPROVAL.
8. EXPANSION FITTINGS SHALL BE ADDED TO CONDUIT RUNS EVERY 100' ON STRAIGHT RUNS AND WHENEVER CONDUIT CROSSES BUILDING EXPANSION JOINTS OR TRANSITIONS BETWEEN 2 BUILDING SECTIONS.
9. NO T-SHAPED FITTINGS WILL BE ALLOWED ANYWHERE ON DC CONDUITS. WHERE SHARP CUTS ARE REQUIRED A PULLBOX MUST BE USED.
10. ALL EXPOSED EXTERIOR CONDUITS SHALL BE EMT WITH CORROSION RESISTANT COATING.
11. ENSURE THAT THE BOTTOM OF ALL ROOF MOUNTED CONDUITS ARE A MINIMUM OF ½" ABOVE THE ROOF SURFACE TO AVOID THE NEED FOR ADDITIONAL TEMPERATURE DERATING.
12. PROVIDE SLIP SHEET UNDER ALL CONTACT SURFACES AND ADHERE PER MANUFACTURER'S RECOMMENDATIONS.

PV SYSTEM WORK NOTES

1. WORK INCLUDES INSTALLING PREFORMED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURER'S INSTALLATION PROCEDURES AND INSTRUCTIONS, ALONG WITH ASSOCIATED ELECTRICAL WIRING.
2. WORK AREAS SHALL BE MARKED, FENCED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSIONS OF EXISTING ELEMENTS SHOWN WERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD INVESTIGATIONS, AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SHADING, STRUCTURE, AND WIND ZONE PLACEMENT ON THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR SLIP SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUBARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLAMPS.

SYMBOL LEGEND

+	BEGINNING OF STRING
-	END OF STRING
XX	STRING NUMBER - SEE PV-3 FOR ADDITIONAL INFORMATION

RACKING NOTES

1. RACKING NOTES, DRAWINGS AND REQUIREMENTS WILL BE PROVIDED BY SOLAR DEVELOPER AND RACKING MANUFACTURER.

STRING WIRING

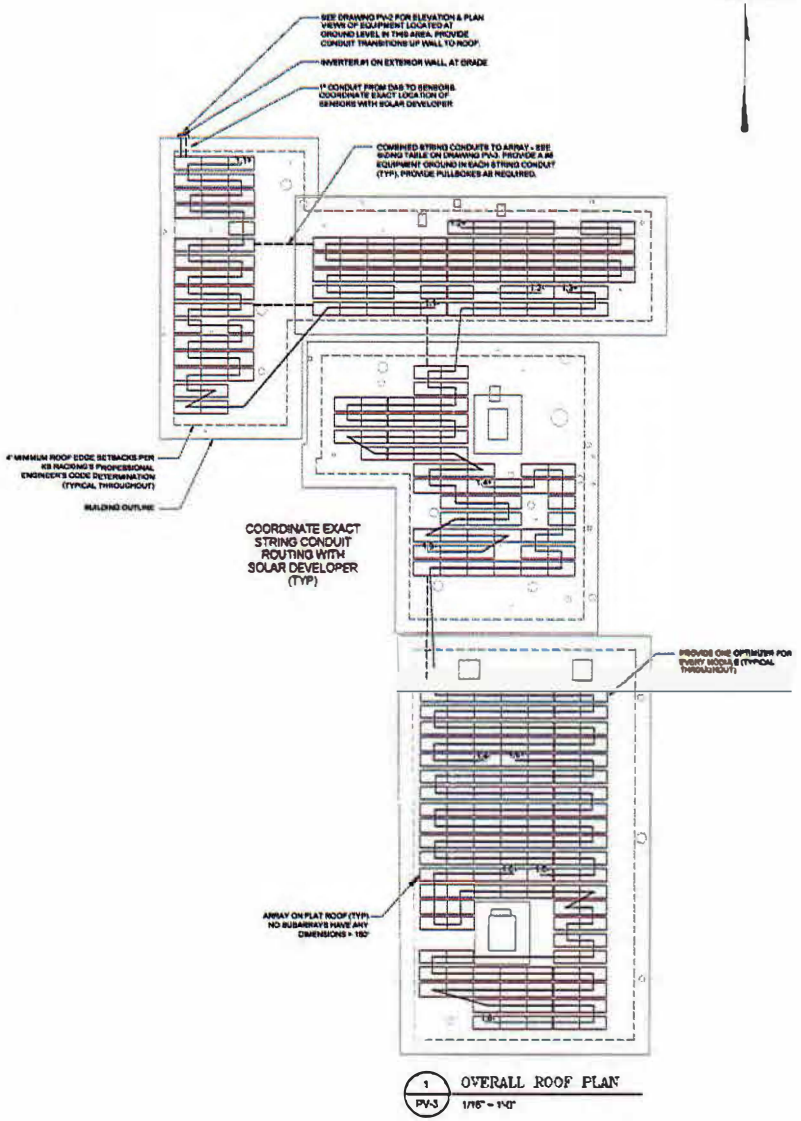
Inverter Number	Inverter Unit	String ID	Qty of Modules	Qty of Optimizers	Module DC (VDC)	Total MAX VDC	Approx. L Wire Length (ft)	Conductor Size (AWG) Type PV	Voltage Drop (%)
1	INVERTER	1	20	20	590	29.52	130	#8	1.07%
1	INVERTER	2	19	19	590	28.01	180	#8	1.06%
1	INV	3	20	20	590	29.52	125	#8	1.07%
1	INV	4	20	20	590	29.52	120	#8	1.14%
1	INVERT	5	20	20	590	29.52	110	#8	1.13%
1	INVERT	6	20	20	590	29.52	105	#8	1.16%
TOTAL			293	293	1757.87				7.63%

STRING CONDUIT REQUIREMENTS:

# OF STRINGS PER CONDUIT	MINIMUM CONDUIT SIZE
1 STRING	¾"
2 STRINGS	1-¼"
3 STRINGS	1-½"
4-6 STRINGS	2"

PROVIDE A #6 AWG EGC IN EACH STRING CONDUIT & BOND PER NEC

NORTH



1 PV-3 OVERALL ROOF PLAN
1/16" = 1'-0"

Project Info

ENGINEER:

SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC
189 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 172.870 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTER (120 KWAC)
- (293) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810946 (EXISTING OUTSIDE) & # 89513207 (EXISTING INSIDE)

EVERSOURCE ACCOUNT
51039673082 (EXISTING)

NRES ID # SZ3-[redacted]NRES-00675

DAS PROJECT #151-0311-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

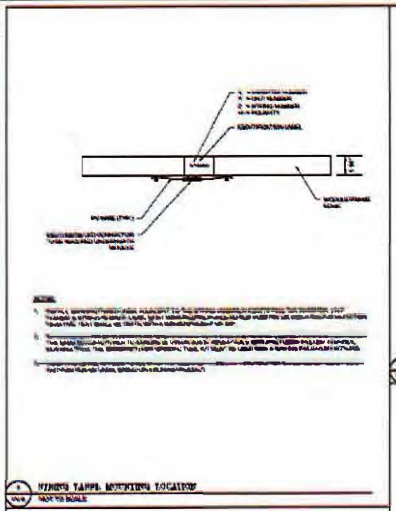
MARGARET M. GENERALI ELEMENTARY SCHOOL
3196 E MAIN ST
WATERBURY, CT 06705

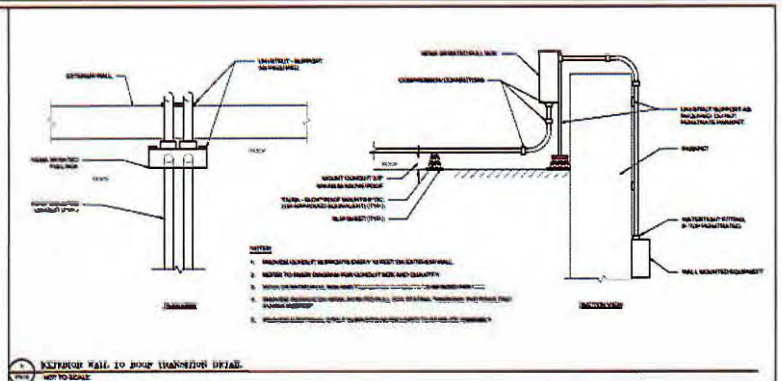
OVERALL ROOF PLAN

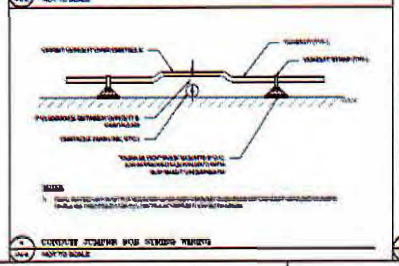
Revision:
Date: MARCH 4, 2024
Scale: N.T.S.
Sheet: PV-3

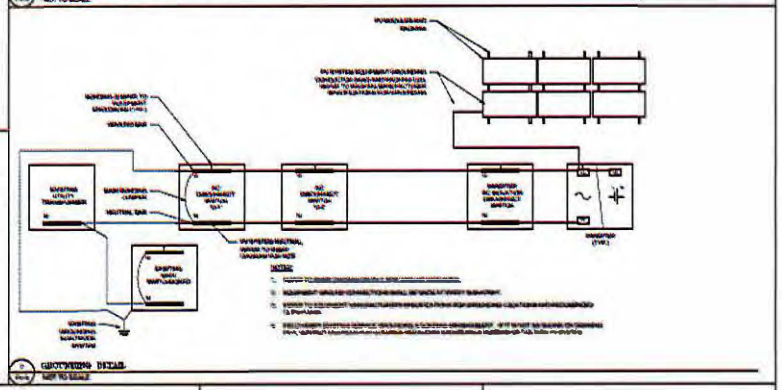
GENERAL NOTES

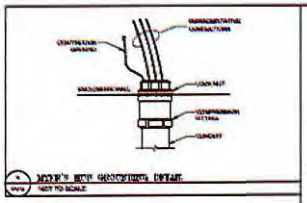
ABBREVIATIONS

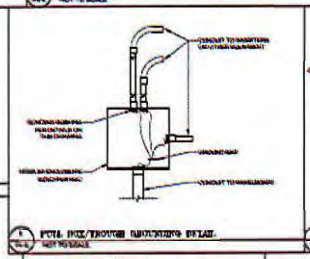


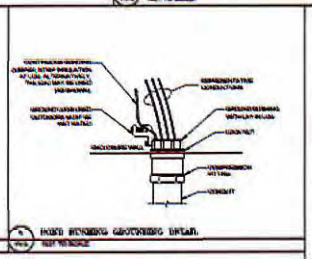


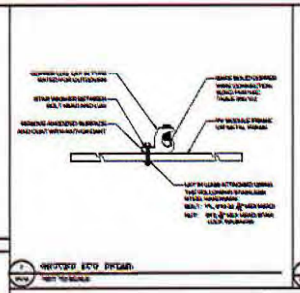




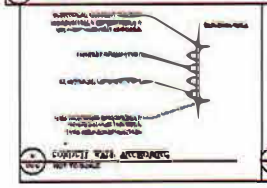


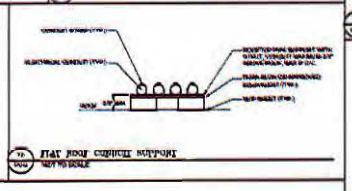


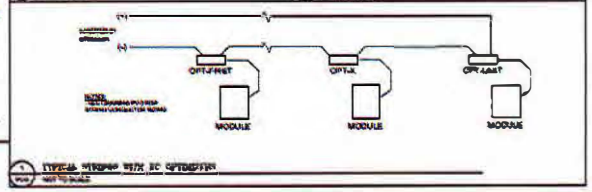












Project Info

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 172.670 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTER (120 KWAC)
- (293) SEG SOLAR SEG-590-STH-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
00810946 (EXISTING OUTSIDE) &
89513207 (EXISTING INSIDE)

EVERSOURCE ACCOUNT
31939973482 (EXISTING)

NRES ID # 523-ENRES-00675

DAS PROJECT #151-0311-PV

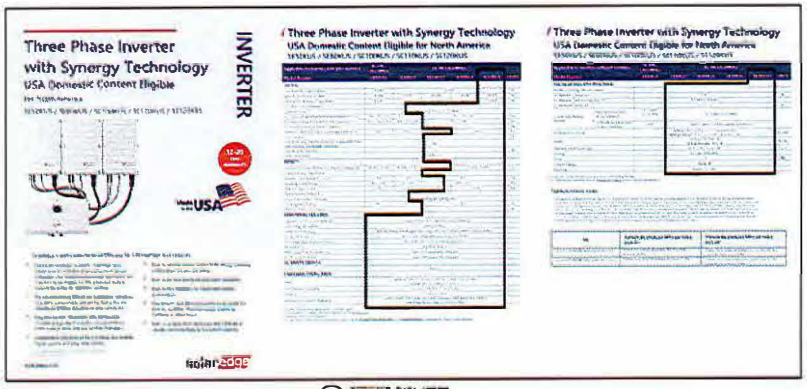
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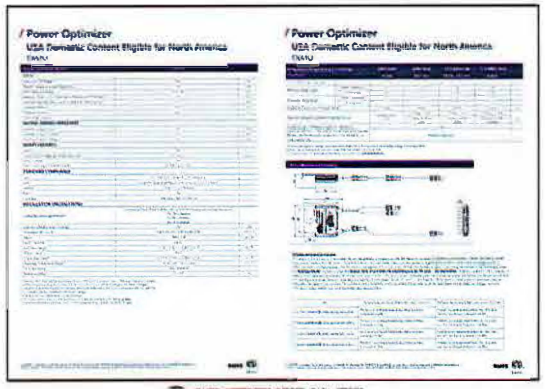
ROOF MOUNTED PV SYSTEM

MARGARET M. GENERALI ELEMENTARY SCHOOL
3190 E MAIN ST
WATERBURY, CT 06705

NOTES, DETAILS & ABBREVIATORS

Date	Sheet
MARCH 4, 2026	PV-8
Scale: NTS	







ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:
ALL ELECTRIC LLC
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 172.870 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTER (120 KWAC)
- (293) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810846 (EXISTING OUTSIDE) &
89513207 (EXISTING INSIDE)

EVERSOURCE ACCOUNT
31035873082 (EXISTING)

NRES ID # SZI-ESNRES-00675

DAS PROJECT #151-0311-PV

No.		Date

ROOF MOUNTED PV SYSTEM

MARGARET M. GENERALI
ELEMENTARY SCHOOL
3196 E MAIN ST
WATERBURY, CT 06705

EQUIPMENT DATA SHEETS

MARCH 4, 2026	PV-9



SOURCE: http://www.pvlabels.com

SOURCE: http://www.pvlabels.com

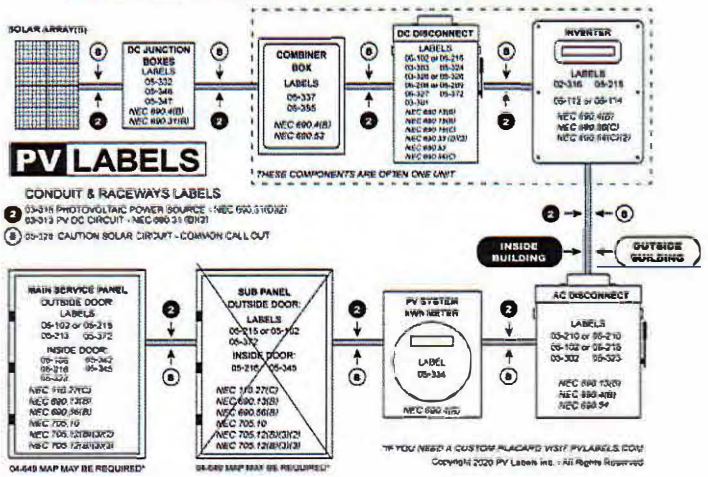
1 PV-10 LABELS



STRING NUMBER LABEL

PHOTOVOLTAIC SOLAR SYSTEM MARKING - DC STRINGS

RECOMMENDATIONS BASED ON 2020 NEC, COMMON CALL OUTS AND PACKAGE CONTENTS



PV LABELS

CONDUIT & RACEWAYS LABELS

2 03-316 PHOTOVOLTAIC POWER SOURCE - NEC 690.31(D)(2)
03-313 PV DC CIRCUIT - NEC 690.31 (D)(2)

8 05-328 CAUTION SOLAR CIRCUIT - COMMON CALL OUT

04-649 MAP MAY BE REQUIRED*

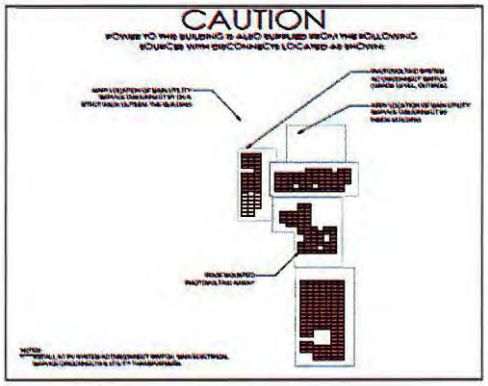
05-649 MAP MAY BE REQUIRED*

*IF YOU NEED A CUSTOM PLACARD VISIT PVLABELS.COM

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SOURCE: http://www.pvlabels.com/

2 PV-10 LABEL LOCATIONS



3 PV-10 POWER SOURCE DIRECTORY

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:
ALL ELECTRIC LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 172.870 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTER (120 KWAC)
- (293) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
- 03810646 (EXISTING OUTSIDE) &
- 89513207 (EXISTING INSIDE)

EVERSOURCE ACCOUNT
- 91000910002 (EXISTING)

NRES ID # SCA-CSNRES-00675

DAS PROJECT #131-0311-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

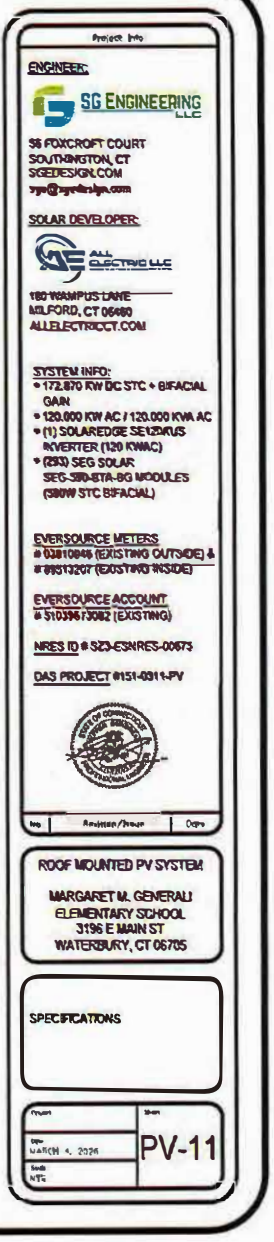
MARGARET M. GENERALI ELEMENTARY SCHOOL
3196 E MAIN ST
WATERBURY, CT 06705

LABELS & SIGNAGE

Date: MARCH 4, 2026
Scale: NTS
Sheet: PV-10

ELECTRICAL SPECIFICATIONS

[redacted]



Wendell Cross – 151-0310 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

M.M. Generali – 151-0311 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Sprague School – 151-0312 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Tinker School – 151-0313 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

West Side School – 151-0314 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and

the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

CODE CONFORMITY CERTIFICATION

FORM SCG-3030

Director
Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, Connecticut 06103

Subject: State Project Number: 151-0311 PV

LEA: Waterbury Public Schools

Phase: 1 of 1

Facility Name: M.M. Generali Elementary School

Local Health Department Jurisdiction: Waterbury Health Department

Pursuant to Section 10-292 of the Connecticut General Statutes, the final plans for any phase of a school building project as provided in CGS Section 10-291 must be in conformance with state codes, statutes, regulations and to federal laws. The following documents are attached (mark boxes "x", as appropriate):

Attached	N/A	
☐	☒	ICC Code Review Checklist completed by Local Official or Third-party reviewer
☐	☒	Plan Review Record (PRR) by Local Officials or Third-party reviewer
☐	☒	Design Professional's response to PRR with Local Officials acceptance
☐	☒	Approved Code Modifications
☐	☒	Second copy of Code/Egress/Site drawings for OSCG&R file
☒	☐	Final Construction documents for OSCG&R review

We, the undersigned, have reviewed the construction documents (drawings and project manuals) for the above referenced school building project (the Project) dated 3/4/2026. As confirmation of our review in accordance with OSCG&R Guidelines and Plan Review checklists, we have signed and dated the cover page of the project's drawings and manuals. As it relates to my specific jurisdiction, and to the best of my knowledge, information, and belief, the review has determined the project's construction documents appear to be in compliance with the current Connecticut State Building Code, Fire Safety Code, State Fire Prevention Code, Connecticut Department of Public Health Regulations, Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act (ADA) of 1990, and OSHA requirements.

Building Official:

Frank Baker _____ Signature: _____ Date: _____
(Print Name):

Fire Marshal:

Tom Fitzgerald _____ Signature: _____ Date: _____
(Print Name):

Section 504 Official:

Mike Konopka _____ Signature: _____ Date: _____
(Print Name):

Health Inspector:

Richard Lee _____ Signature: _____ Date: _____
(Print Name):

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	M.M Generali Elementary School 3196 E Main St, Waterbury, CT 06705	151-0311 PV
		PHASE NUMBER: 1

Estimated date* to begin construction July 6, 2026 Estimated date to complete construction October 1, 2026

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	6 / 18 / 2026	/ /
School Building Committee	6 / 4 / 2026	/ /

We hereby certify that these final plans and project manual(s) as prepared for bidding and dated 3/4/2026, and the professional cost estimate, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated 5/20/2026, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date **

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date **

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.
CSW Energy		(845) 551-7881

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0311 PV

Project Name: M.M Generali Elementary School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	5/29/2026

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated 3/4/2026 for the above referenced project comply with all applicable building codes.

Local Building Official's Name | Signature | Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated 3/4/2026 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name | Signature | Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated 3/4/2026 for the above referenced project comply with all applicable health codes.

Local Health Official's Name | Signature | Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated 3/4/2026 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name | Signature | Date

NOTES: 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

WATERBURY
PUBLIC SCHOOLS

#2c

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

Date: May 29, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Building and School Facilities Members

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr.

From: Nicholas Albini, Chief Operating Officer

Subject: Review of Plans for RFP#8595 Rooftop Solar Photovoltaic Systems

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

This Honorable Board of Education ("BOE") and the Honorable Board of Aldermen previously approved a construction contract between the City of Waterbury and All-Electric Construction & Communication LLC ("All-Electric") to design and install rooftop solar systems at the following five schools: B.W. Tinker Elementary School, M.M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School.

This submission today requests that the BOE Building School Facilities Committee and the BOE authorize their respective Chairpersons to sign the CT Department of Administrative Services Office of Grants Administration ("DAS-OGA") form "SCG-042 – Request for Review of Final Plans" for the school rooftop solar projects at five schools, as well as, The Department of Administrative Services (DAS-OSCG&R) form" SCG-3030 – Code Conformity Certification: Tinker, Generali, Sprague, Wendell Cross, and West Side. In support of this request, we include the final plans, building permits, and updated cost estimates for each of these five-school rooftop solar projects. In addition, we have attached the required separate motions for each school rooftop solar project that need to be passed by both the BOE Building Facilities Committee and the BOE for these projects to proceed through the DAS-OGA review process.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

The goal at this stage of these five-school rooftop solar projects is to receive approval for the Chairperson of the BOE Building Facilities Committee to sign form SCG-042 and the SCG-3030 at their June 4th meeting, and to receive approval for the Chairperson of the BOE to sign form SCG-042 at their June 18th meeting. Following that June 18th meeting, all required DAS-OGA forms and final plans in support of these five-school rooftop solar projects will be signed by the appropriate municipal officials in advance of a final plan review meeting to be scheduled with DAS-OGA. Once the plan review meeting with DAS-OGA occurs, and the final plans are approved by DAS-OGA, the city will receive authorization to begin construction of these five-school rooftop solar projects.

Members of CSW and WDC will be at the June 4th and June 18th meetings to answer any questions.

The City of Waterbury
Department of Inspection
185 South Main Street, 5th floor
(1 Jefferson Square)
Waterbury, CT 06702
Applications & Permits: Monday – Friday 8:00 a.m. to 4:00 p.m.
Building: 203 574 6832 Electrical: 203 574 8382
HVAC / Plumbing: 203 574 6858 Fax: 203 574 6854
Sealer of Weights and Measures: 203 574 8387

BD - Electrical Permit

Permit #: PR20260000913 Date of Issue: 4/30/26

Location of Work: 1443 THOMASTON AVE, Waterbury, CT

This permit is hereby granted to perform the following work:

Install
Other
Install 277 roof mount solar panels 163.430 KW
With installation of new second service off existing
ground mount transformer to P.V. system only

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

All work covered by this permit has been authorized by the owner of this property.
This permit is granted under the condition that the work shall be done in accordance with the laws of the State of Connecticut and the ordinance of the City of Waterbury. If any statements of said application are false, or if any change is made to the plans/specifications without the consent of the Building Inspector or his duly appointed agent, this permit shall be revocable.

Approved plans must be retained on the job and this card must be kept posted until final inspection has been made.
Such building shall not be occupied until final inspection has been made, and where applicable, a Certificate of Occupancy/Approval has been issued.

The Following Permit in no way relieves the Architect, Engineer, or Contractor from the responsibility of having their design/construction meet all requirements of the Connecticut Fire Saftey Code (C.F.S.C.) and all applicable standards.

Contacts:

Applicant	Angelica Guild/AEC Solar LLC180 Wampus La.Milford, CT 06460
Contractor	Patrick Lewis/AEC Solar180 Wampus La.Milford, CT 06460
Owner	CITY OF WATERBURY SPRAGUE SCHOOL235 GRAND STWATERBURY, CT 06702
Donation Bin Owner	

Issued By: Domenic Mascolo Title: Electrical Inspector

Signature: D. Mascolo

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Construction Documents Estimate

State Project #	EstNum000460				
LEA	Waterbury Public Schools				
School Name	Sprague School				
Project Type					
Square Footage of Construction	12,827				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible Costs
Project Cost	$525,000.00	of Project Costs	$40.93	Project Ineligible Costs	$88,209.66
All Soft Cost	$174,944.56			Ineligible Soft Costs	$88,209.66
Construction Cost	$350,055.44	of Construction Cost	$27.29	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$350,055.44	of Eligible Costs	$27.29		

Construction Cost			Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	A1010. Standard Foundations	0.00	0.00
		A1020. Special Foundations	0.00	0.00
		A1030. Slab on Grade	0.00	0.00
	A20. Basements	A2010. Basement Excavation	0.00	0.00
		A2020. Basement Walls	0.00	0.00
B. SHELL	B10. Super Structure	B1010. Floor Construction	0.00	0.00
		B1020. Roof Construction	0.00	0.00
	B20. Exterior Enclosures	B2010. Exterior Walls	0.00	0.00
		B2020. Exterior Windows	0.00	0.00
		B2030. Exterior Doors	0.00	0.00

	B30. Roofing	B3010. Roof Coverings	0.00	0.00
		B3020. Roof Openings	0.00	0.00
C. INTERIORS	C10. Interior Construction	C1010. Partitions	0.00	0.00
		C1020. Interior Doors	0.00	0.00
		C1030. Fittings	0.00	0.00
	C20. Stairs	C2010. Stair Construction	0.00	0.00
		C2020. Stair Finishes	0.00	0.00
	C30. Interior Finishes	C3010. Wall Finishes	0.00	0.00
		C3020. Floor Finishes	0.00	0.00
		C3030. Ceiling Finishes	0.00	0.00
D. SERVICES	D10. Conveying	D1010. Elevators & Lifts	0.00	0.00
		D1020. Escalators & Moving Walks	0.00	0.00
		D1090. Other Conveying Systems	0.00	0.00
	D20. Plumbing	D2010. Plumbing Fixtures	0.00	0.00
		D2020. Domestic Water Distribution	0.00	0.00
		D2030. Sanitary Waste	0.00	0.00
		D2040. Rain Water Drainage	0.00	0.00
		D2090. Other Plumbing Systems	0.00	0.00
	D30. HVAC	D3010. Energy Supply	0.00	0.00
		D3020. Heat Generating Systems	0.00	0.00
		D3030. Cooling Generating Systems	0.00	0.00
		D3040. Distribution Systems	0.00	0.00
		D3050. Terminal & Package Units	0.00	0.00
		D3060. Controls & Instrumentation	0.00	0.00
		D3070. Systems Testing & Balancing	0.00	0.00
		D3090. Other HVAC systems & Equi[pment	0.00	0.00
	D40. Fire Protection	D4010. Sprinklers	0.00	0.00
		D4020. Standpipes	0.00	0.00
		D4030. Fire Protection Specialties	0.00	0.00
		D4090. Other Fire Protection Systems	0.00	0.00
	D50. Electrical	D5010. Electrical Service & Distribution	0.00	0.00
		D5020. Lighting and Branch Wiring	0.00	0.00
		D5030. Communications & Security	0.00	0.00
		D5090. Other Electrical Systems	256726.40	0.00

E. EQUIPMENT & FURNISHINGS	E10. Equipment	E1010. Commercial Equipment	0.00	0.00
		E1020. Institutional Equipment	0.00	0.00
		E1030. Vehicular Equipment (Bldg fixed)	0.00	0.00
		E1090. Other Rquipment	0.00	0.00
	E20. Furnishings	E2010. Fixed Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	F1010. Special Structures	0.00	0.00
		F1020. Integrated Construction	0.00	0.00
		F1030. Special Construction Systems	0.00	0.00
		F1040. Special Facilities	0.00	0.00
		F1050. Special Controls & Instrumentation	0.00	0.00
	F20. Selective Building Demolition	F2010. Building Elements Demolition	0.00	0.00
	F30. Abatement	F3010. PCB/Asbestos/Lead Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	X1010. General Conditions	51508.80	0.00
	X20. Overhead & Profit	X2020. Office Overhead & Profit	41820.24	0.00
		X2030. Trade Contractor Bond Costs	0.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles
G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00

	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	6540.80	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	62000.00	6500.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	10000.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	1498.70	0.00
	T5010. State Permit Fees	136.50	136.50
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	6695.40	0.00
U. CONTINGENCIES	U1010. Owner Contingency	88073.16	81573.16
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00

	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

Save CD Estimate And Continue | Save CD Estimate And Exit | Submit CD Estimate

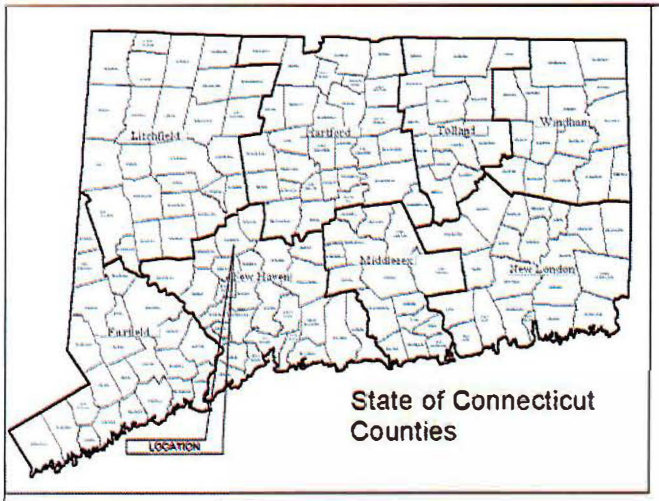
ROOFTOP PV ARRAY INSTALLATION AT:

SPRAGUE ELEMENTARY SCHOOL

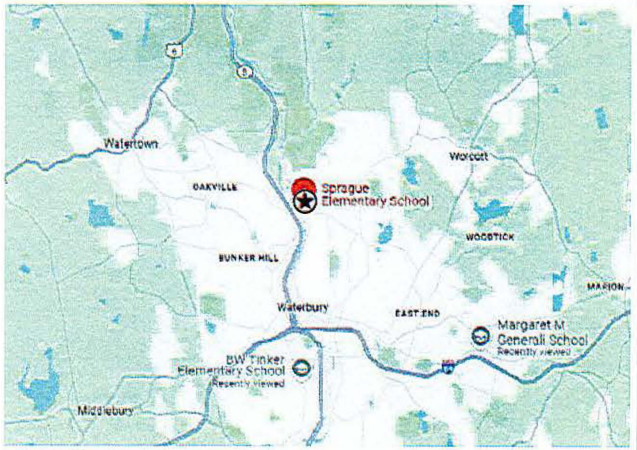
1443 THOMASTON AVE

WATERBURY, CT 06704

DAS PROJECT #151-0312-PV



LOCATION MAP
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

APPLICABLE CODES

NATIONAL ELECTRIC CODE - 2020
ARTICLE 230 - SERVICES
ARTICLE 240 - OVERCURRENT PROTECTION
ARTICLE 250 - GROUNDING AND BONDING
ARTICLE 300 - WIRING METHODS
ARTICLE 310 - CONDUCTORS
ARTICLE 690 - SOLAR PHOTOVOLTAIC SYSTEMS
ARTICLE 705 - INTERCONNECTED ELECTRIC POWER PRODUCTION SOURCES

PV SYSTEM INFORMATION

SYSTEM SIZE (DC):	153.430 kW STC + BIFACIAL GAIN
SYSTEM SIZE (AC):	120.000 kW / 120.000 kVA
INVERTER QUANTITY:	1
INVERTER TYPE:	SOLAREDGE SE120KUS (120 KWAC)
MODULE QUANTITY:	277
MODULE TYPE:	SEG SOLAR SEG-555-BTA-BG (555W STC + BIFACIAL GAIN)
RACKING TYPE:	K2 RACKING
RAPID SHUTDOWN DEVICES:	SOLAREDGE S551U OPTIMIZERS

UTILITY INFORMATION

COMPANY:	EVERSOURCE
ACCOUNT NUMBER:	51883[illegible] (EXISTING)
METER NUMBERS:	03810795 (EXISTING, OUTSIDE) 63059 1172 (EXISTING, INSIDE)
NRES ID NUMBER:	023-ESNRES-00677
DAS PROJECT NUMBER:	151-0312-PV

PROJECT SIGNATURES

AHJ	NAME	SIGNATURE	DATE
BUILDING INSPECTOR			
FIRE MARSHAL			
HEALTH INSPECTOR			
ADA 504 COORD			

Stephen Gendreau, P.E.

Digitally signed by Stephen Gendreau, P.E.
Date: 2026.03.09 10:00:11 -04'00'

PROJECT DESCRIPTION

THIS INSTALLATION CONSISTS OF A UTILITY INTERACTIVE SOLAR PHOTOVOLTAIC SYSTEM AT A SCHOOL BUILDING IN WATERBURY, CONNECTICUT. THE PV SYSTEM IS COMPRISED OF MODULES MOUNTED ON THE ROOF OF BUILDING. THE PV SYSTEM ALSO INCLUDES AN INVERTER LOCATED ON THE EXTERIOR WALL OF THE BUILDING. THE AC INVERTER OUTPUT POWER IS FED THROUGH DISCONNECT SWITCHES AND A UTILITY METER TO THE POINT OF CONNECTION AT THE EXISTING UTILITY TRANSFORMER.

DRAWING LIST

N/A	COVER SHEET
PV-1	THREE-LINE DIAGRAM
PV-2	PROFILE VIEWS & PARTIAL PLANS
PV-3	OVERALL ROOF PLAN
PV-4,5,6,7	[NOT USED]
PV-8	NOTES, DETAILS & ABBREVIATIONS
PV-9	EQUIPMENT DATA SHEETS
PV-10	LABELS & SIGNAGE
PV-11	SPECIFICATIONS

DOCUMENTS BY OTHERS

RACKING MANUFACTURER DRAWINGS
STRUCTURAL ENGINEERING CALCULATIONS

REVISIONS:

02-19-2026:	INTERCONNECTION APPLICATION
03-09-2026:	ISSUED FOR CONSTRUCTION

PREPARED FOR:

ALL ELECTRIC LLC
allelectricct.com

PREPARED BY:

SG ENGINEERING LLC
sgedesign.com

STATE OF CONNECTICUT STEPHEN GENDREAU 31777 REGISTERED PROFESSIONAL ENGINEER

INVERTER RELAY SETTINGS

TABLE I: INVERTERS' VOLTAGE TRIP SETTINGS

TABLE II: INVERTERS' FREQUENCY TRIP SETTINGS

TABLE III: INVERTERS' VOLTAGE RIDE-THROUGH CAPABILITY & OPERATIONAL REQUIREMENTS

TABLE IV: INVERTERS' FREQUENCY RIDE-THROUGH CAPABILITY

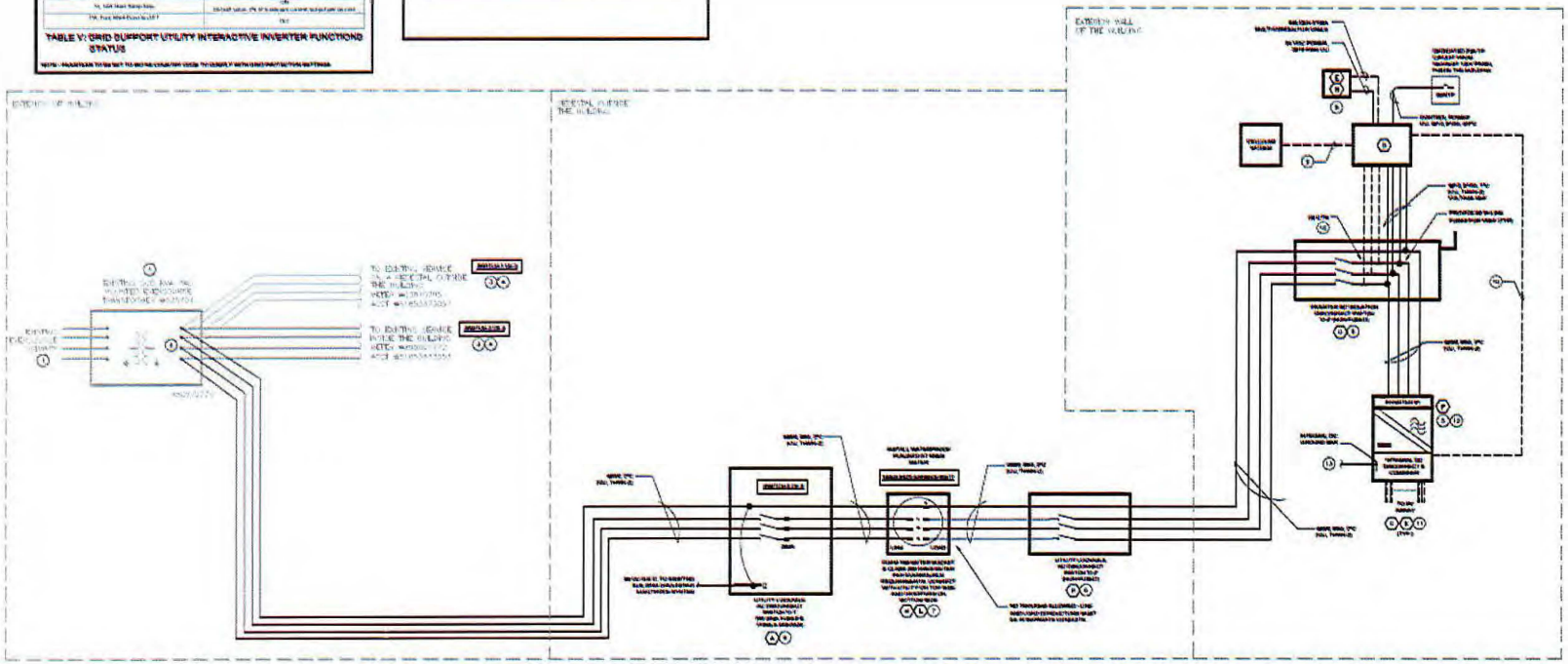
TABLE V: GRID SUPPORT UTILITY INTERACTIVE INVERTER FUNCTIONS STATUS

SOLAR PV GENERAL NOTES

KEY NOTES

INVERTER DATA

EQUIPMENT SCHEDULE



Project Info

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 163.430 KW DC STC • BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTERS (120 KWAC)
- (277) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS:

- #03810795 (EXISTING, OUTSIDE)
- #10391772 (EXISTING, INSIDE)

EVERSOURCE ACCOUNT:

- #31853873057 (EXISTING)

NRES ID # SE3-ESNRES-00877

DAS PROJECT #151-0312-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVE
WATERBURY, CT 06704

THREE-LINE DIAGRAM

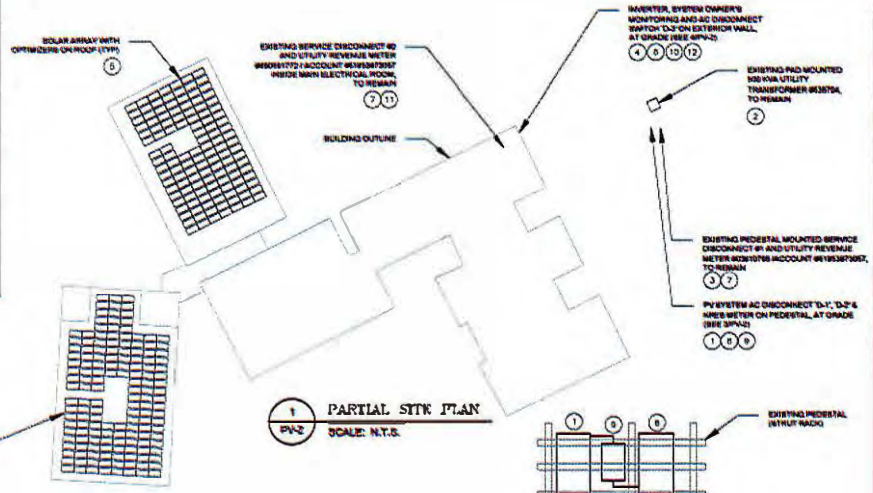
Date: MARCH 9, 2026	Sheet: PV-1
Scale: NTS	

KEY NOTES (6)

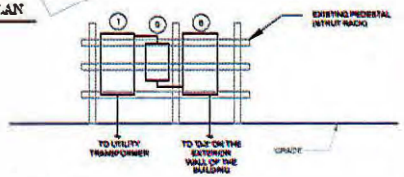
1. UTILITY LOCKABLE & ACCESSIBLE PV SYSTEM AC DISCONNECT D-1, WITH VISIBLE BLADE IN ENCLOSURE, AT GRADE.
2. EXISTING 500 KVA UTILITY TRANSFORMER AND MOUNTING PAD, TO REMAIN.
3. EXISTING UTILITY REVENUE METER AND MECHANICAL OR WEB DISPLAY, AT GRADE, TO REMAIN.
4. INVERTER 1 ON EXTERIOR WALL, AT GRADE.
5. ROOF MOUNTED PHOTOVOLTAIC MODULES - ONE OPTIMIZER PER MODULE.
6. SYSTEM OWNER'S MONITORING SYSTEM ON EXTERIOR WALL, AT GRADE.
7. EXISTING SERVICE DISCONNECT, TO REMAIN.
8. UTILITY LOCKABLE & ACCESSIBLE PV SYSTEM AC DISCONNECT D-2, WITH VISIBLE BLADE IN ENCLOSURE, AT GRADE.
9. PV SYSTEM NRES METER SOCKET ON PEDESTAL, AT GRADE.
10. INVERTER AC ISOLATION DISCONNECT SWITCH D-3, ADJACENT TO INVERTER - ON EXTERIOR WALL, AT GRADE.
11. EXISTING UTILITY REVENUE METER NUMBER 9181, ACCOUNT 61853873057 INSIDE ELECTRICAL ROOM, TO REMAIN.
12. PROVIDE PROTECTIVE BOLLARDS IN FRONT OF EQUIPMENT, IF REQUIRED TO PROTECT EQUIPMENT FROM VEHICULAR DAMAGE. LOCATE BOLLARDS SUCH THAT THEY BE DUMED TO SERVICE CLEARANCE IN FRONT OF EQUIPMENT IS MAINTAINED. SEE SHEET SP-1(A)

PV SYSTEM WORK NOTES

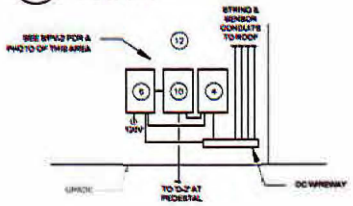
1. WORK INCLUDES INSTALLING PROPOSED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURERS INSTALLATION PROCEDURES AND INSTRUCTIONS, AS ONLY WITH ASSOCIATED ELECTRICAL WORKS.
2. WORK AREAS SHALL BE MARKED, FENCED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSION OF EXISTING ELEMENTS SHOWN HERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD INVESTIGATIONS, AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SPACING, STRING NO, AND WIND ZONE PLACEMENT ON THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR SLIP SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUBARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLAMPS.



1 PV-2 PARTIAL SITE PLAN
SCALE: N.T.S.



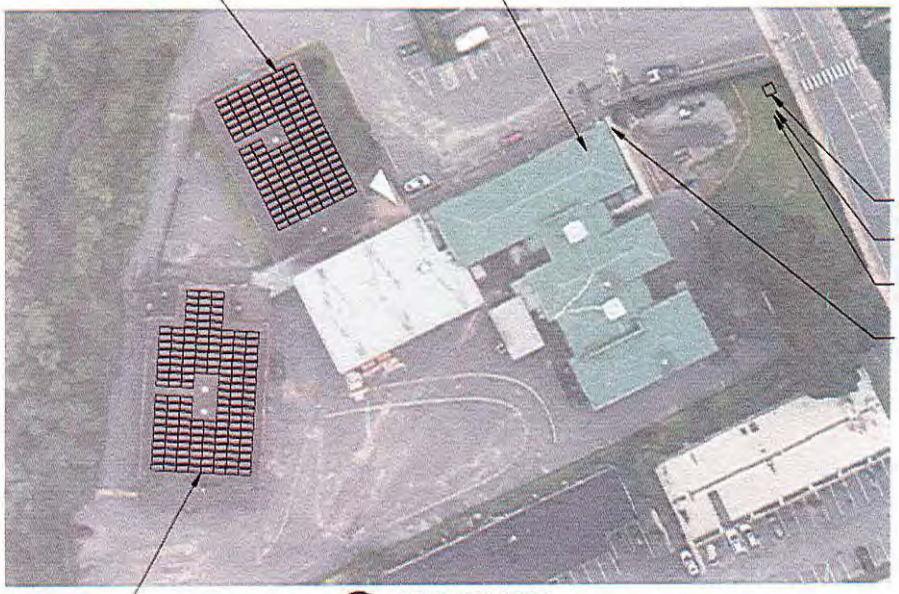
3 PV-2 PROFILE VIEW (PEDESTAL)
SCALE: N.T.S.



4 PV-2 PROFILE VIEW (EXTERIOR WALL)
SCALE: N.T.S.



5 PV-2 EXTERIOR WALL PHOTO
SCALE: N.T.S.



2 PV-2 AERIAL SITE PHOTO
SCALE: N.T.S.

Project Info

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 183.430 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTERS (120 KWAC)
- (277) SEG SOLAR SEG-380-BTA-BG MODULES (380W STC BIFACIAL)

EVERSOURCE METERS
03810795 (EXISTING, OUTSIDE)
890391772 (EXISTING, INSIDE)

EVERSOURCE ACCOUNT
61853873057 (EXISTING)

NRES ID # SDMESNRES-03677

DAS PROJECT #151-0312-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVE
WATERBURY, CT 06704

PROFILE VIEWS & PARTIAL PLANS

Issue	Sheet
MARCH 6, 2024	PV-2
NTS	

ROOF AREA GENERAL NOTES

1. FURNISH AND INSTALL ALL DC SOURCE CIRCUIT WIRING PER NEC 2020 REQUIREMENTS, CONTRACT REQUIREMENTS, AND IN A NEAT AND WORKMAN LIKE MANNER.
2. IN FASHION MODULE TO MODULE, MODULE TO OPTIMIZER AND OPTIMIZER TO OPTIMIZER WIRING SHALL BE SUPPORTED ON MODULE FRAME SUCH THAT IT WILL NOT DROOP IN TO THE ROOFTOP ICE AND SNOW AND IS NOT EXPOSED TO OBVIOUS SOURCES OF DAMAGE INCLUDING ABRASION OR STRAIN FROM THERMAL EXPANSION.
3. ALL DC CONNECTIONS, JUMPERS AND HOME RUNS MUST USE MATCHING DC CONNECTORS TO MAINTAIN UL LISTING
4. ALL MODULE DC CONNECTORS SHALL BE TUCKED INTO THE MODULE FRAME OF THE MODULE AND CLIPPED TO THE FRAME
5. DURING INSTALLATION, ALL DC CONNECTORS FOR MODULES, JUMPERS, AND OPTIMIZERS MUST BE KEPT OFF THE ROOF AT ALL TIMES. PRIOR TO BEING CONNECTED TOGETHER, CONNECTORS MUST BE PROTECTED AGAINST WATER INTRUSION AND SECURED OFF THE GROUND (OR APPROVED ALTERNATIVE METHOD). ANY CONNECTOR LEFT UNPROTECTED AND SUBJECT TO WATER INTRUSION SHALL BE REPLACED IMMEDIATELY WITH NEW COMPONENT AT CONTRACTOR'S SOLE EXPENSE.
6. MOUNT OPTIMIZERS TO RACKING SYSTEM PER MANUFACTURER'S INSTALLATION INSTRUCTIONS. BOND DEVICES TO RACKING SYSTEM PER RACKING AND OPTIMIZER MANUFACTURER'S INSTALLATION INSTRUCTIONS
7. CONDUIT ROUTING IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. CONTRACTOR TO DETERMINE LOCATIONS AND SUBMIT TO SOLAR DEVELOPER FOR APPROVAL.
8. EXPANSION FITTINGS SHALL BE ADDED TO CONDUIT RUNS EVERY 100' ON STRAIGHT RUNS AND WHEREVER CONDUIT CROSSES BUILDING EXPANSION JOINTS OR TRANSITIONS BETWEEN STRUCTURES.
9. NO PLUMBER'S FITTINGS WILL BE ALLOWED ANYWHERE ON DC CONDUITS. WHERE BREAKOUTS ARE REQUIRED A PULLBOX MUST BE USED
10. ALL EXPOSED EXTERIOR CONDUITS SHALL BE PAINT WITH CORROSION RESISTANT COATING
11. ENSURE THAT THE BOTTOM OF ALL ROOF MOUNTED CONDUITS ARE A MINIMUM OF 7/8" ABOVE THE ROOF SURFACE TO AVOID THE NEED FOR ADDITIONAL TEMPERATURE DERATING
12. PROVIDE SLIP SHEETS UNDER ALL CONTACT SURFACES AND ADHERE PER MANUFACTURER'S RECOMMENDATIONS

SYMBOL LEGEND

+	BEGINNING OF STRING
-	END OF STRING
XX	STRING NUMBER - SEE PV4.0 FOR ADDITIONAL INFORMATION

RACKING NOTES

1. RACKING NOTES, DRAWINGS AND REQUIREMENTS WILL BE PROVIDED BY SOLAR DEVELOPER AND RACKING MANUFACTURER.

PV SYSTEM WORK NOTES

1. WORK INCLUDES INSTALLING PROPOSED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURERS INSTALLATION PROCEDURES AND INSTRUCTIONS, ALONG WITH ASSOCIATED ELECTRICAL WIRING.
2. WORK AREAS SHALL BE MARKED, FENCED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSION OF EXISTING ELEMENTS SHOWN WERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD INVESTIGATIONS, AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SHADING, STRINGING, AND WIND ZONE PLACEMENT ON THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR SLIP SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUB-ARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLAMPS.

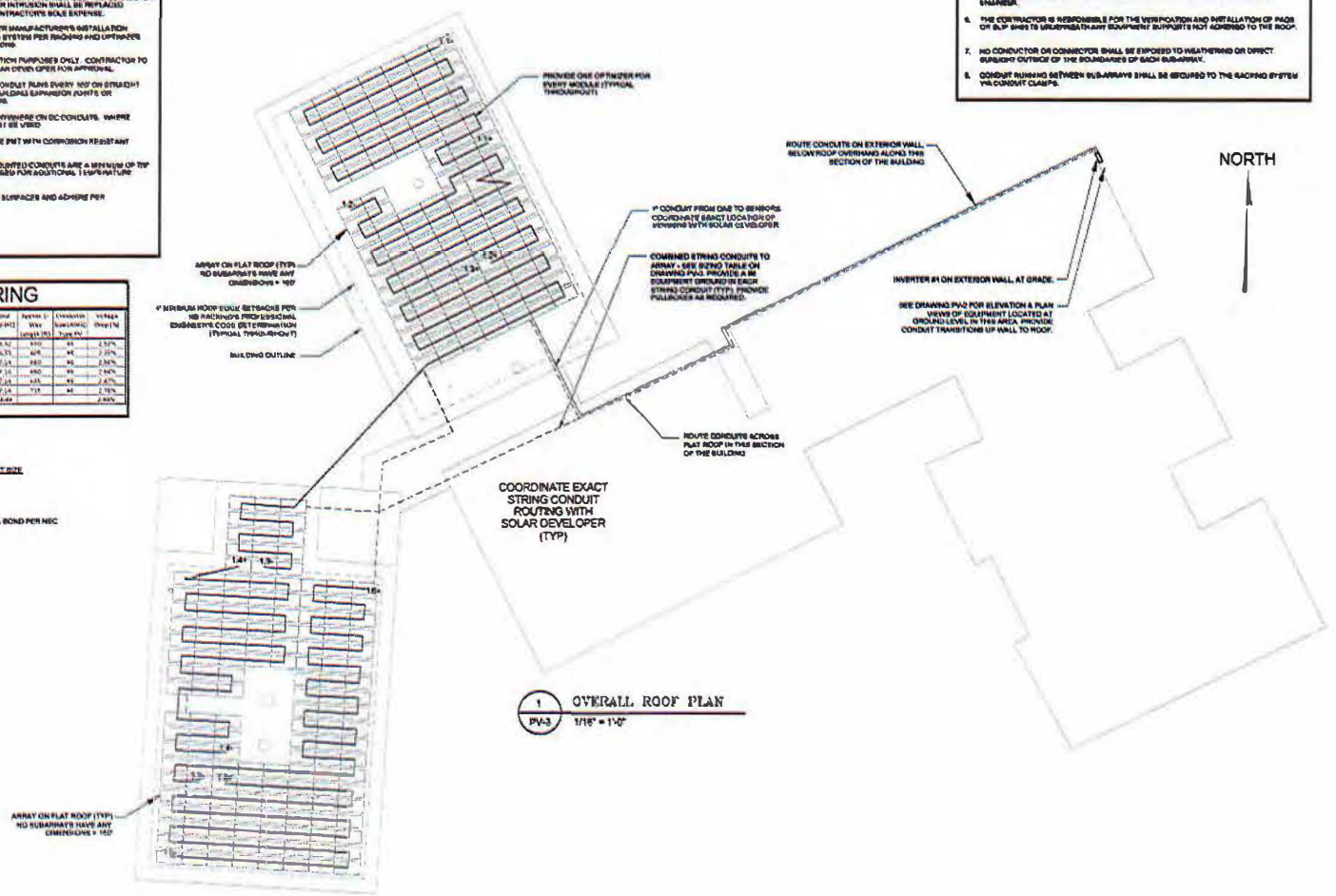
STRING WIRING

Inverter Number	Inverter Size	String Qty	Qty of Modules	Circuit Distance	Modules Per String	Total DC Power	Approx. Length of Wire (one-way)	Conduit Size (Min.)	Conductor Type PV	Voltage Drop (%)
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
1	120/KUS	3	69	69	23	28.52	690	1"	#8	2.32%
TOTAL		30	207	207		256.68				2.32%

STRING CONDUIT REQUIREMENTS:

# OF STRINGS PER CONDUIT	MINIMUM CONDUIT SIZE
1 STRING	1"C
2 STRINGS	1-1/4"C
3 STRINGS	1-1/2"C
4-6 STRINGS	2"C

PROVIDE A #8 AWG EGC IN EACH STRING CONDUIT & BOND PER NEC



1 / PV-3 OVERALL ROOF PLAN
1/16" = 1'-0"

Project Info

ENGINEER:

SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 163.430 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTERS (120 KWAC)
- (277) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810795 (EXISTING, OUTSIDE)
890591772 (EXISTING, INSIDE)

EVERSOURCE ACCOUNT
51853873057 (EXISTING)

NRES ID # SZ3-ESNRES-00577

DAS PROJECT #151-0312-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

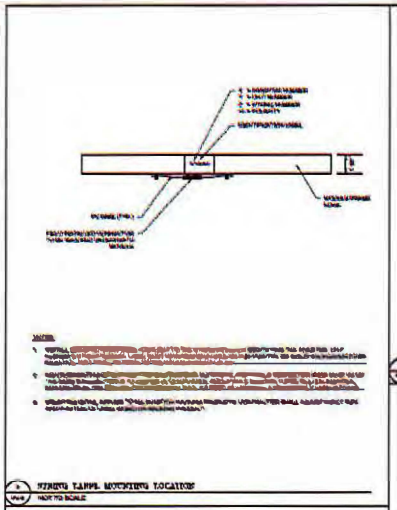
SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVE
WATERBURY, CT 06704

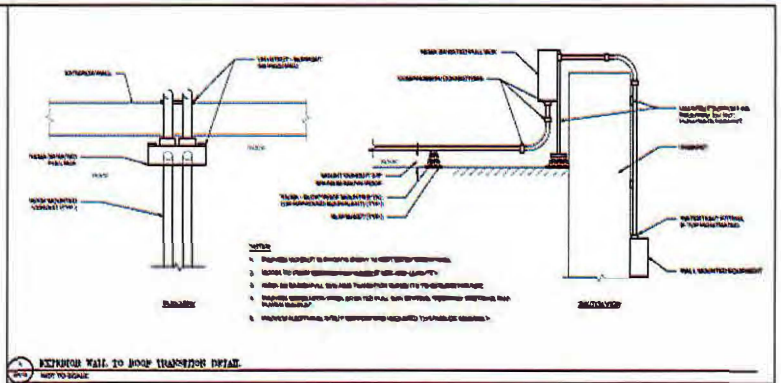
OVERALL ROOF PLAN

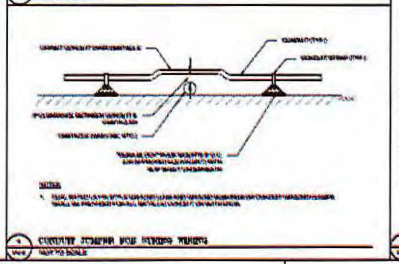
Date: MARCH 3, 2026	PV-3
Scale: NTS	

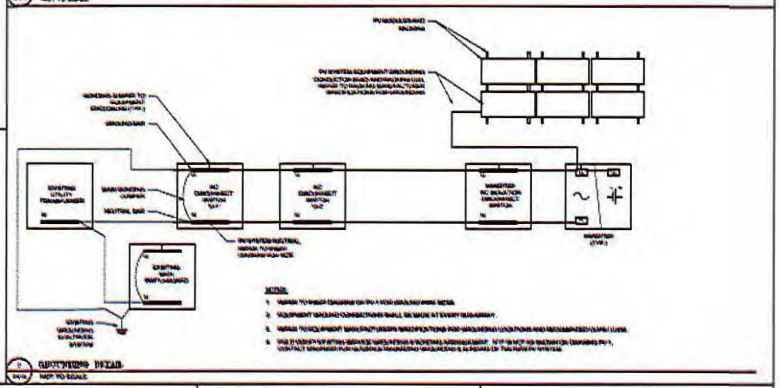
GENERAL NOTES

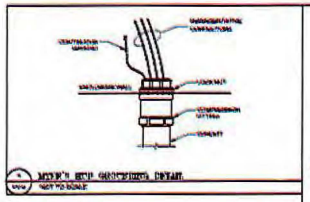
ABBREVIATIONS

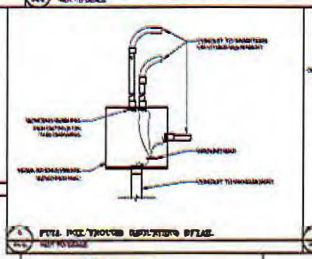


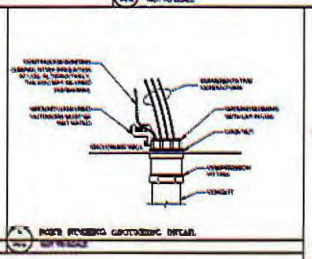


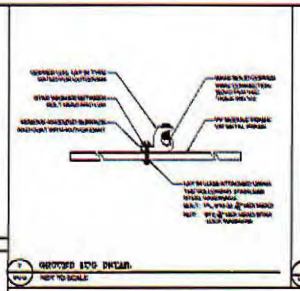




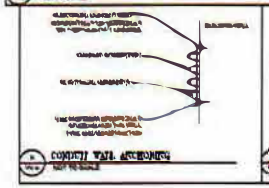


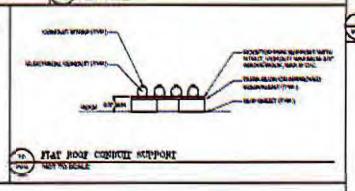


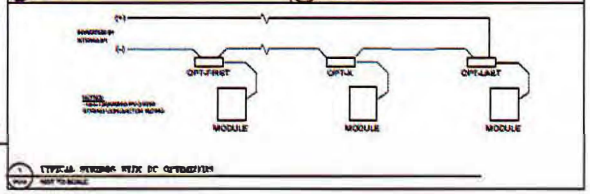












Project Info

ENGINEER:

SG ENGINEERING LLC

56 FORCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 163.430 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTERS (120 KWAC)
- (277) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810795 (EXISTING, OUTSIDE)
890591772 (EXISTING, INSIDE)

EVERSOURCE ACCOUNT
51633873057 (EXISTING)

NRES ID # SZD-ESNRES-00577

DAS PROJECT #131-0212-PV

No.	Revision/Issue	Date

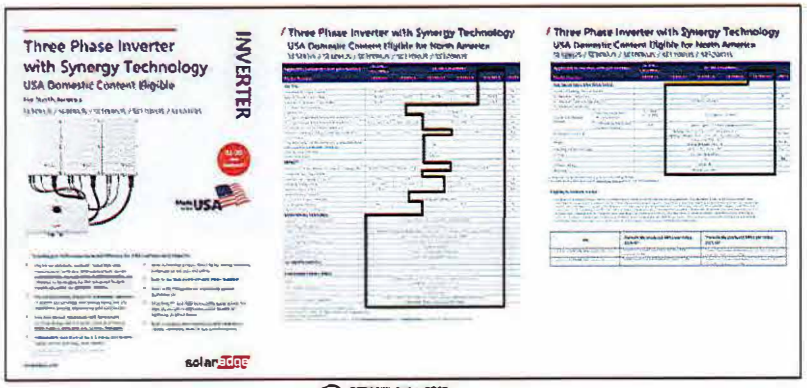
ROOF MOUNTED PV SYSTEM

SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVE
WATERBURY, CT 06704

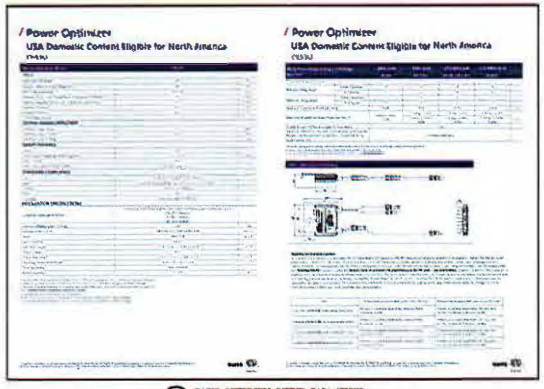
NOTES, DETAILS & ABBREVIATIONS

Date: MARCH 9, 2020

Sheet: PV-8



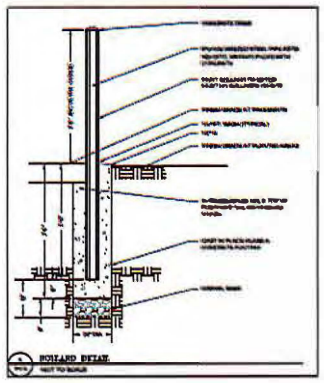
INVERTER DATA SHEET



RAPID SHUTDOWN DEVICE DATA SHEET



MODULE 590W "A" DATA SHEET



BOLLARD DETAIL

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:
ALL ELECTRIC LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 163.430 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTERS (120 KWAC)
- (277) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810795 (EXISTING, OUTSIDE)
03809177Z (EXISTING, INSIDE)

EVERSOURCE ACCOUNT
51853673057 (EXISTING)

NRES ID # SG-ESNRES-40677

DAS PROJECT #151-0312-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVE
WATERBURY, CT 06704

EQUIPMENT DATA SHEETS

Date: MARCH 9, 2026
Sheet: PV-9



SOURCE: http://www.pvlabels.com/

SOURCE: http://www.pvlabels.com/

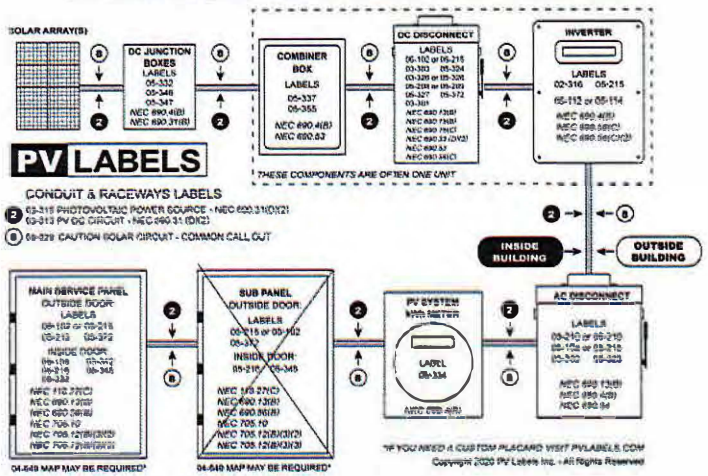
1 PV-10 LABELS



STRING NUMBER LABEL

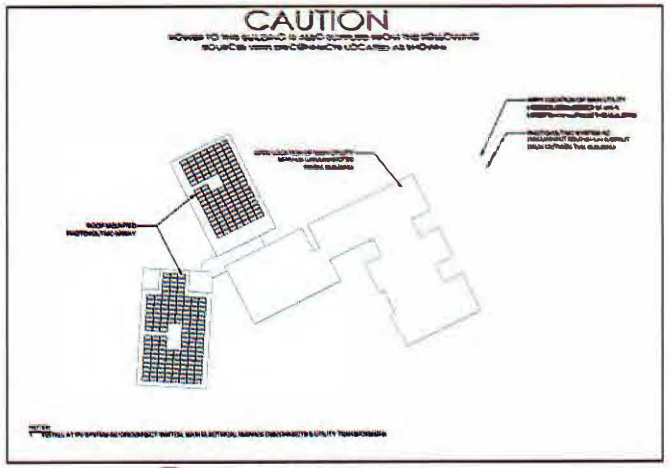
PHOTOVOLTAIC SOLAR SYSTEM MARKING - DC STRINGS

RECOMMENDATIONS BASED ON 2020 NEC, COMMON CALL OUTS AND PACKAGE CONTENTS



SOURCE: http://www.pvlabels.com/

2 PV-10 LABEL LOCATIONS



3 PV-10 POWER SOURCE DIRECTORY

ENGINEER:

SG ENGINEERING LLC

58 FOXCROFT COURT
SOUTHINGTON, CT
SGENGESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 163.430 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTERS (120 KVA AC)
- (277) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810795 (EXISTING, OUTSIDE)
[illegible] (INSIDE)

EVERSOURCE ACCOUNT
[illegible]

NRES ID # SEA-[illegible]

DAS PROJECT #151-0312-PV

ROOF MOUNTED PV SYSTEM

SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVE
WATERBURY, CT 06704

LABELS & SIGNAGE

MARCH 5, 2020

PV-10

ELECTRICAL SPECIFICATIONS

Project Info

ENGINEER:

SG ENGINEERING LLC

55 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

150 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 163.430 KW DC STC + BIFACIAL GAIN
- 120.000 KW AC / 120.000 KVA AC
- (1) SOLAREDGE SE120KUS INVERTERS (120 KWAC)
- (277) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03810795 (EXISTING, OUTSIDE)
890591772 (EXISTING, INSIDE)

EVERSOURCE ACCOUNT
51853873057 (EXISTING)

NRES ID # SZ3-ESNRES-00577

DAS PROJECT #151-0312-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

SPRAGUE ELEMENTARY SCHOOL
1443 THOMASTON AVE
WATERBURY, CT 06704

SPECIFICATIONS

Date: MARCH 9, 2026

Scale: NTS

Sheet: PV-11

Wendell Cross – 151-0310 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

M.M. Generali – 151-0311 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Sprague School – 151-0312 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Tinker School – 151-0313 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

West Side School – 151-0314 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and

the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

CODE CONFORMITY CERTIFICATION

FORM SCG-3030

Director
Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, Connecticut 06103

Subject: State Project Number: 151-0312 PV

LEA: Waterbury Public Schools

Phase: 1 of 1

Facility Name: Sprague Elementary School

Local Health Department Jurisdiction: Waterbury Health Department

Pursuant to Section 10-292 of the Connecticut General Statutes, the final plans for any phase of a school building project as provided in CGS Section 10-291 must be in conformance with state codes, statutes, regulations and to federal laws. The following documents are attached (mark boxes "x", as appropriate):

Attached	N/A	
☐	☒	ICC Code Review Checklist completed by Local Official or Third-party reviewer
☐	☒	Plan Review Record (PRR) by Local Officials or Third-party reviewer
☐	☒	Design Professional's response to PRR with Local Officials acceptance
☐	☒	Approved Code Modifications
☐	☒	Second copy of Code/Egress/Site drawings for OSCG&R file
☒	☐	Final Construction documents for OSCG&R review

We, the undersigned, have reviewed the construction documents (drawings and project manuals) for the above referenced school building project (the Project) dated 3/9/2026. As confirmation of our review in accordance with OSCG&R Guidelines and Plan Review checklists, we have signed and dated the cover page of the project's drawings and manuals. As it relates to my specific jurisdiction, and to the best of my knowledge, information, and belief, the review has determined the project's construction documents appear to be in compliance with the current Connecticut State Building Code, Fire Safety Code, State Fire Prevention Code, Connecticut Department of Public Health Regulations, Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act (ADA) of 1990, and OSHA requirements.

Building Official:

Frank Baker (Print Name): _____ Signature: _____ Date: _____

Fire Marshal:

Tom Fitzgerald (Print Name): _____ Signature: _____ Date: _____

Section 504 Official:

Mike Konopka (Print Name): _____ Signature: _____ Date: _____

Health Inspector:

Richard Lee (Print Name): _____ Signature: _____ Date: _____

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	Sprague Elementary School 1443 Thomaston Ave, Waterbury, CT 06704	151-0312 PV
		PHASE NUMBER: 1

Estimated date* to begin construction July 6, 2026 Estimated date to complete construction October 1, 2026

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	6 / 18 / 2026	/ /
School Building Committee	6 / 4 / 2026	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated 3/9/2026, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated 5/20/2026, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date**

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date**

** **Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.
CSW Energy		(845) 551-7881

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0312 PV

Project Name: Sprague Elementary School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	5/29/2026

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable building codes.

Local Building Official's Name | Signature | Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name | Signature | Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable health codes.

Local Health Official's Name | Signature | Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name | Signature | Date

NOTES: 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

WATERBURY
PUBLIC SCHOOLS

#2d

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

Date: May 29, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Building and School Facilities Members

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr.

From: Nicholas Albini, Chief Operating Officer

Subject: Review of Plans for RFP#8595 Rooftop Solar Photovoltaic Systems

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

This Honorable Board of Education ("BOE") and the Honorable Board of Aldermen previously approved a construction contract between the City of Waterbury and All-Electric Construction & Communication LLC ("All-Electric") to design and install rooftop solar systems at the following five schools: B.W. Tinker Elementary School, M.M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School.

This submission today requests that the BOE Building School Facilities Committee and the BOE authorize their respective Chairpersons to sign the CT Department of Administrative Services Office of Grants Administration ("DAS-OGA") form "SCG-042 – Request for Review of Final Plans" for the school rooftop solar projects at five schools, as well as, The Department of Administrative Services (DAS-OSCG&R) form" SCG-3030 – Code Conformity Certification: Tinker, Generali, Sprague, Wendell Cross, and West Side. In support of this request, we include the final plans, building permits, and updated cost estimates for each of these five-school rooftop solar projects. In addition, we have attached the required separate motions for each school rooftop solar project that need to be passed by both the BOE Building Facilities Committee and the BOE for these projects to proceed through the DAS-OGA review process.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

The goal at this stage of these five-school rooftop solar projects is to receive approval for the Chairperson of the BOE Building Facilities Committee to sign form SCG-042 and the SCG-3030 at their June 4th meeting, and to receive approval for the Chairperson of the BOE to sign form SCG-042 at their June 18th meeting. Following that June 18th meeting, all required DAS-OGA forms and final plans in support of these five-school rooftop solar projects will be signed by the appropriate municipal officials in advance of a final plan review meeting to be scheduled with DAS-OGA. Once the plan review meeting with DAS-OGA occurs, and the final plans are approved by DAS-OGA, the city will receive authorization to begin construction of these five-school rooftop solar projects.

Members of CSW and WDC will be at the June 4th and June 18th meetings to answer any questions.

The City of Waterbury
Department of Inspection
185 South Main Street, 5th floor
(1 Jefferson Square)
Waterbury, CT 06702
Applications & Permits: Monday – Friday 8:00 a.m. to 4:00 p.m.
Building: 203 574 6832 Electrical: 203 574 8382
HVAC / Plumbing: 203 574 6858 Fax: 203 574 6854
Sealer of Weights and Measures: 203 574 8387

BD - Electrical Permit

Permit #: PR20260001243 Date of Issue: 5/27/26

Location of Work: 795 HIGHLAND AVE, Waterbury, CT

This permit is hereby granted to perform the following work:

Install
Other
Install 270 roof mount solar panels 159.300 KW

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

All work covered by this permit has been authorized by the owner of this property.
This permit is granted under the condition that the work shall be done in accordance with the laws of the State of Connecticut and the ordinance of the City of Waterbury. If any statements of said application are false, or if any change is made to the plans/specifications without the consent of the Building Inspector or his duly appointed agent, this permit shall be revocable.

Approved plans must be retained on the job and this card must be kept posted until final inspection has been made. Such building shall not be occupied until final inspection has been made, and where applicable, a Certificate of Occupancy/Approval has been issued.

The Following Permit in no way relieves the Architect, Engineer, or Contractor from the responsibility of having their design/construction meet all requirements of the Connecticut Fire Saftey Code (C.F.S.C.) and all applicable standards.

Contacts:

Applicant	Angelica Guild/AEC Solar LLC180 Wampus La.Milford, CT 06460
Contractor	Patrick Lewis/AEC Solar180 Wampus La.Milford, CT 06460
Owner	CITY OF WATERBURY B W TINKER SCHOOL235 GRAND STWATERBURY, CT 06702
Donation Bin Owner	

Issued By: Domenic Mascolo Title: Electrical Inspector
Signature: D. Mascolo

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Construction Documents Estimate

State Project #	EstNum000461				
LEA	Waterbury Public Schools				
School Name	B.W. Tinker School				
Project Type					
Square Footage of Construction	20,950				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible Costs
Project Cost	$489,000.00	of Project Costs	$23.34	Project Ineligible Costs	$53,576.86
All Soft Cost	$140,650.72			Ineligible Soft Costs	$53,576.86
Construction Cost	$348,349.28	of Construction Cost	$16.63	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$348,349.28	of Eligible Costs	$16.63		

Construction Cost			Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	A1010. Standard Foundations	0.00	0.00
		A1020. Special Foundations	0.00	0.00
		A1030. Slab on Grade	0.00	0.00
	A20. Basements	A2010. Basement Excavation	0.00	0.00
		A2020. Basement Walls	0.00	0.00
B. SHELL	B10. Super Structure	B1010. Floor Construction	0.00	0.00
		B1020. Roof Construction	0.00	0.00
	B20. Exterior Enclosures	B2010. Exterior Walls	0.00	0.00
		B2020. Exterior Windows	0.00	0.00
		B2030. Exterior Doors	0.00	0.00

	B30. Roofing	B3010. Roof Coverings	0.00	0.00
		B3020. Roof Openings	0.00	0.00
C. INTERIORS	C10. Interior Construction	C1010. Partitions	0.00	0.00
		C1020. Interior Doors	0.00	0.00
		C1030. Fittings	0.00	0.00
	C20. Stairs	C2010. Stair Construction	0.00	0.00
		C2020. Stair Finishes	0.00	0.00
	C30. Interior Finishes	C3010. Wall Finishes	0.00	0.00
		C3020. Floor Finishes	0.00	0.00
		C3030. Ceiling Finishes	0.00	0.00
D. SERVICES	D10. Conveying	D1010. Elevators & Lifts	0.00	0.00
		D1020. Escalators & Moving Walks	0.00	0.00
		D1090. Other Conveying Systems	0.00	0.00
	D20. Plumbing	D2010. Plumbing Fixtures	0.00	0.00
		D2020. Domestic Water Distribution	0.00	0.00
		D2030. Sanitary Waste	0.00	0.00
		D2040. Rain Water Drainage	0.00	0.00
		D2090. Other Plumbing Systems	0.00	0.00
	D30. HVAC	D3010. Energy Supply	0.00	0.00
		D3020. Heat Generating Systems	0.00	0.00
		D3030. Cooling Generating Systems	0.00	0.00
		D3040. Distribution Systems	0.00	0.00
		D3050. Terminal & Package Units	0.00	0.00
		D3060. Controls & Instrumentation	0.00	0.00
		D3070. Systems Testing & Balancing	0.00	0.00
		D3090. Other HVAC systems & Equipment	0.00	0.00
	D40. Fire Protection	D4010. Sprinklers	0.00	0.00
		D4020. Standpipes	0.00	0.00
		D4030. Fire Protection Specialties	0.00	0.00
		D4090. Other Fire Protection Systems	0.00	0.00
	D50. Electrical	D5010. Electrical Service & Distribution	0.00	0.00
		D5020. Lighting and Branch Wiring	0.00	0.00
		D5030. Communications & Security	0.00	0.00
		D5090. Other Electrical Systems	256473.00	0.00

E. EQUIPMENT & FURNISHINGS	E10. Equipment	E1010. Commercial Equipment	0.00	0.00
		E1020. Institutional Equipment	0.00	0.00
		E1030. Vehicular Equipment (Bldg fixed)	0.00	0.00
		E1090. Other Equipment	0.00	0.00
	E20. Furnishings	E2010. Fixed Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	F1010. Special Structures	0.00	0.00
		F1020. Integrated Construction	0.00	0.00
		F1030. Special Construction Systems	0.00	0.00
		F1040. Special Facilities	0.00	0.00
		F1050. Special Controls & Instrumentation	0.00	0.00
	F20. Selective Building Demolition	F2010. Building Elements Demolition	0.00	0.00
	F30. Abatement	F3010. PCB/Asbestos/Lead Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	X1010. General Conditions	50179.50	0.00
	X20. Overhead & Profit	X2020. Office Overhead & Profit	41696.78	0.00
		X2030. Trade Contractor Bond Costs	0.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	Z30. Construction Contingency	0.00	0.00

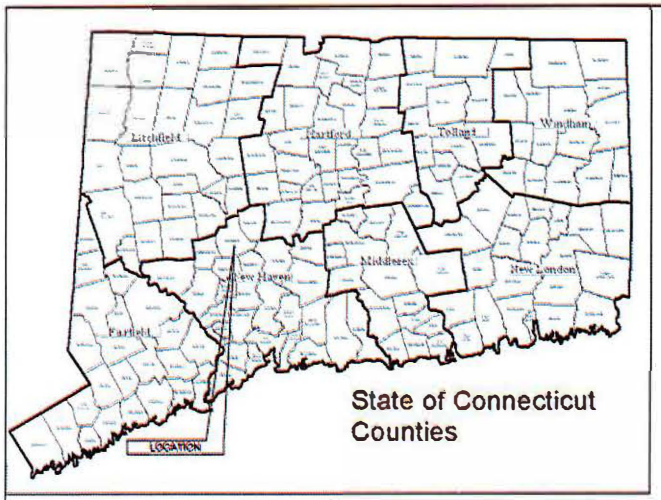
Soft Cost		Cost	Ineligibles
G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00

	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhaad & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	6372.00	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	62000.00	4300.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	10000.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	1465.86	0.00
	T5010. State Permit Fees	127.14	127.14
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	7236.00	0.00
U. CONTINGENCIES	U1010. Owner Contingency	53449.72	49149.72
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00

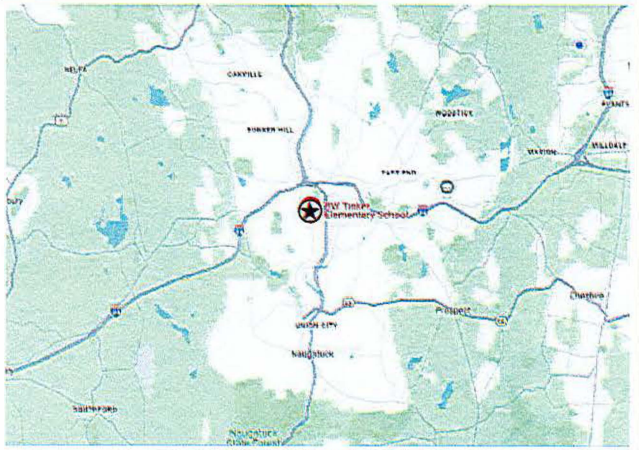
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

Save CD Estimate And Continue | Save CD Estimate And Exit | Submit CD Estimate

ROOFTOP PV ARRAY INSTALLATION AT:



LOCATION MAP
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

B.W. TINKER ELEMENTARY SCHOOL

809 HIGHLAND AVE

WATERBURY, CT 06708

DAS PROJECT #151-0313-PV

APPLICABLE CODES

NATIONAL ELECTRIC CODE - 2020
ARTICLE 230 - SERVICES
ARTICLE 240 - OVERCURRENT PROTECTION
ARTICLE 250 - GROUNDING AND BONDING
ARTICLE 300 - WIRING METHODS
ARTICLE 310 - CONDUCTORS
ARTICLE 690 - SOLAR PHOTOVOLTAIC SYSTEMS
ARTICLE 705 - INTERCONNECTED ELECTRIC POWER PRODUCTION SOURCES

PV SYSTEM INFORMATION

SYSTEM SIZE (DC):	189.200 kW STC + EXTERNAL GAIN
SYSTEM SIZE (AC):	160.000 kW / 160.000 kVA
INVERTER QUANTITY:	1
INVERTER TYPE:	SOLAREDGE SE160K-US (160 KW AC)
MODULE QUANTITY:	270
MODULE TYPE:	SEG SOLAR SEG-660-BTB-BB (660W STC + EXTERNAL GAIN)
RACKING TYPE:	K2 RACKING
RAPID SHUTDOWN DEVICES:	SOLAREDGE OPTIMIZERS

UTILITY INFORMATION

COMPANY:	EVERSOURCE
ACCOUNT NUMBER:	3 [illegible] (EXISTING)
METER NUMBERS:	[illegible] (EXISTING, INSIDE) [illegible] (EXISTING, OUTSIDE)
NHEC ID NUMBER:	320-EXISTING
DAS PROJECT NUMBER:	151-0313-PV

PROJECT SIGNATURES

AHJ	NAME	SIGNATURE	DATE
BUILDING INSPECTOR			
FIRE MARSHAL			
HEALTH INSPECTOR			
ADA 504 COORD			

Stephen Gendreau, P.E.
Digitally signed by Stephen Gendreau, P.E.
Date: 2026.05.22 13:55:05 -04'00'

PROJECT DESCRIPTION

THIS INSTALLATION CONSISTS OF A UTILITY INTERACTIVE SOLAR PHOTOVOLTAIC SYSTEM AT A SCHOOL BUILDING IN WATERBURY, CONNECTICUT. THE PV SYSTEM IS COMPRISED OF MODULES MOUNTED ON THE ROOF OF BUILDING. THE PV SYSTEM ALSO INCLUDES INVERTERS LOCATED ON THE ROOF OF THE BUILDING. THE AC INVERTER OUTPUT POWER IS FED THROUGH AN AC COMBINER PANEL, DISCONNECT SWITCHES AND UTILITY METER TO THE POINT OF CONNECTION AT AN EXISTING UTILITY TRANSFORMER.

DRAWING LIST

NIA	COVER SHEET
PV-1	THREE-LINE DIAGRAM
PV-2	PROFILE VIEWS & PARTIAL PLANS
PV-3	OVERALL ROOF PLAN
PV-4.3, 6.7	[NOT USED]
PV-5	NOTES, DETAILS & ABBREVIATIONS
PV-9	EQUIPMENT DATA SHEETS
PV-10	LABELS & SIGNAGE
PV-11	SPECIFICATIONS

DOCUMENTS BY OTHERS

RACKING MANUFACTURER DRAWINGS
STRUCTURAL ENGINEERING CALCULATIONS

REVISIONS:

02-11-2026:	INTERCONNECTION APPLICATION
05-22-2026:	ISSUED FOR CONSTRUCTION

PREPARED FOR:

ALL ELECTRIC LLC
CONSTRUCTION & SPECIALTIES
allelectricct.com

PREPARED BY:

SG ENGINEERING LLC
sgedesign.com

STATE OF CONNECTICUT · POWER GRADE · REGISTERED · PROFESSIONAL ENGINEER

INVERTER RELAY SETTINGS

TABLE I: INVERTERS' VOLTAGE TRIP SETTINGS

TABLE II: INVERTERS' FREQUENCY TRIP SETTINGS

TABLE III: INVERTERS' VOLTAGE RIDE-THROUGH CAPABILITY & OPERATIONAL REQUIREMENTS

TABLE IV: INVERTERS' FREQUENCY RIDE-THROUGH CAPABILITY

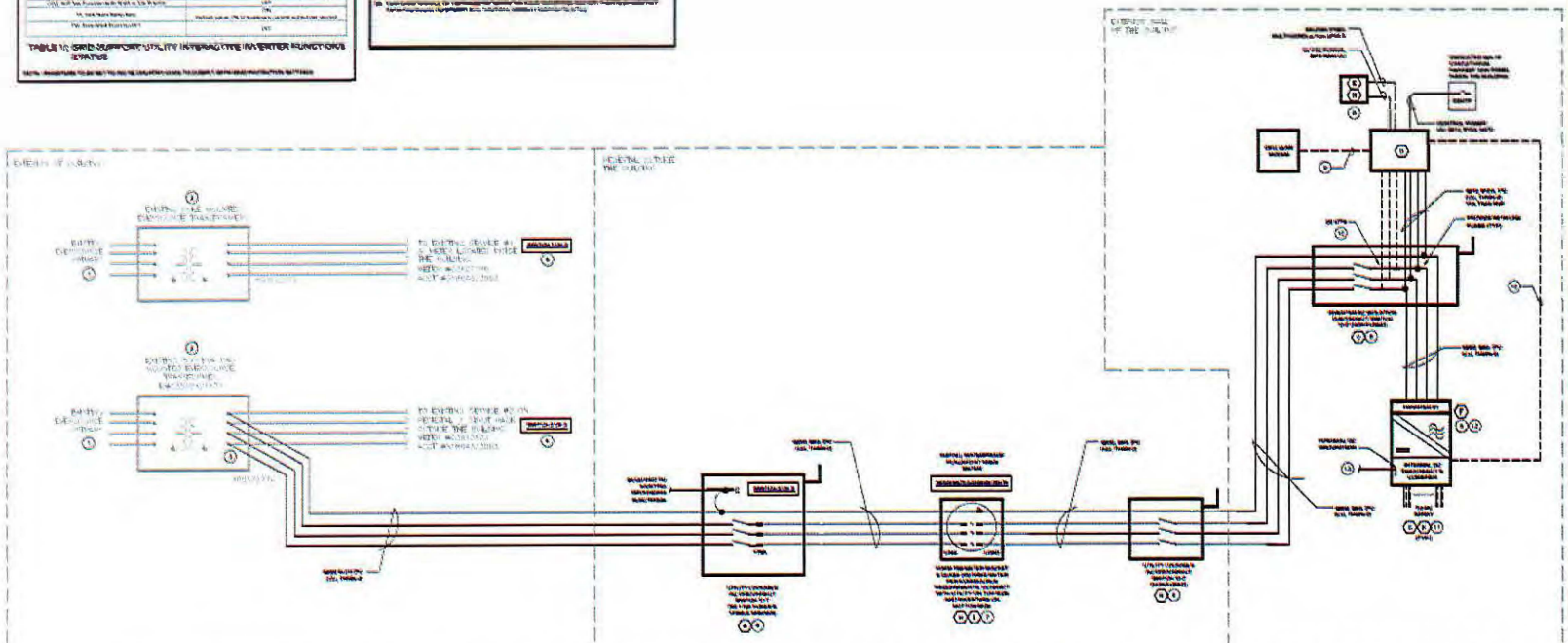
TABLE V: GRID SUPPORT UTILITY INTERACTIVE INVERTER FUNCTIONS (DATA)

SOLAR PV GENERAL NOTES

KEY NOTES

INVERTER DATA

EQUIPMENT SCHEDULE



Project Info

ENGINEER:

SG ENGINEERING LLC

55 FOXCROFT COURT
SOUTHINGTON, CT
SGDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 139.300 KW DC STC + BIFACIAL GAIN
- 100.000 KW AC / 100.000 KVA AC
- (1) SOLAREDGE SE100KUS INVERTER (100 KWAC)
- (270) SEG SOLAR SEG-390-BTA-BB MODULES (390W STC BIFACIAL)

EVERSOURCE METERS
#:00427446 (EXISTING, INSIDE)
#:00815673 (EXISTING, OUTSIDE)

EVERSOURCE ACCOUNT
#:31594373083 (EXISTING)

NRES ID # 333-ESNRES-00676

DAS PROJECT #151-0313-PV

No.	Revision/Issue	Date

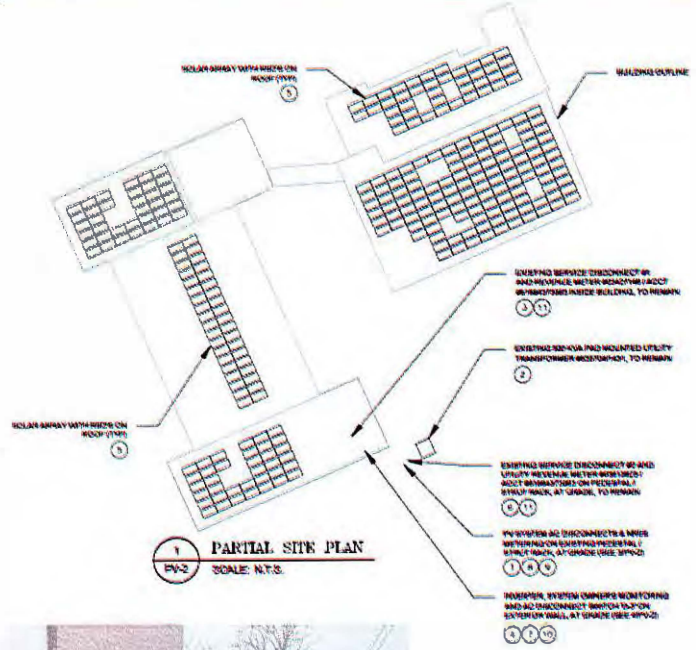
ROOF MOUNTED PV SYSTEM

B.W. TINKER ELEMENTARY SCHOOL
909 HIGHLAND AVE
WATERBURY, CT 06708

THREE-LINE DIAGRAM

Date: MAY 22, 2026
Scale: NTS

PV-1



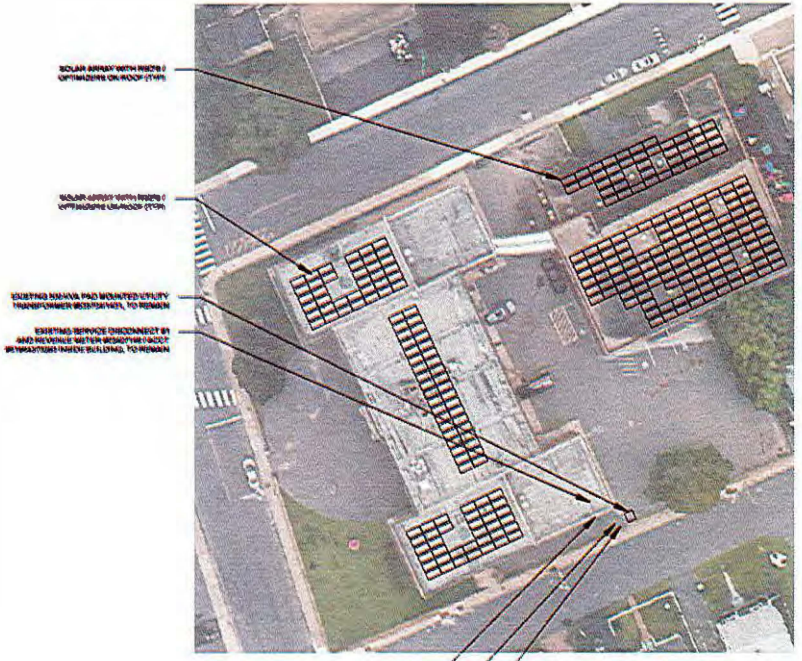
1 PV-2 PARTIAL SITE PLAN
SCALE: N.T.S.

KEY NOTES (4)

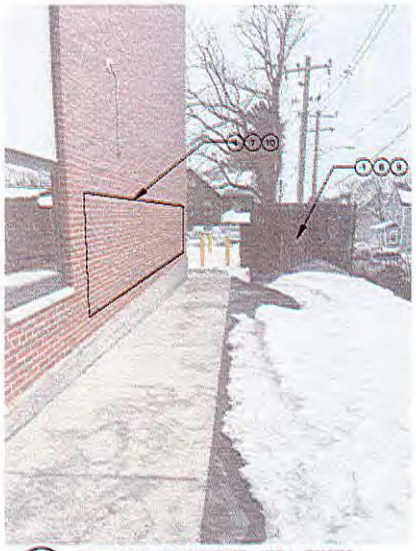
1. [illegible] PV SYSTEM AC DISCONNECT 'D-1' WITH VISIBLE BLADE ON EXTERIOR WALL, AT GRADE.
2. EXISTING UTILITY PAD MOUNTED TRANSFORMER, TO REMAIN.
3. EXISTING UTILITY REVENUE METER [illegible] INSIDE BUILDING WITH SERVICE 40, TO REMAIN.
4. INVERTER 1 ON EXTERIOR WALL, AT GRADE.
5. SOLAR PHOTOVOLTAIC MODULES ON ROOF, UNDER MODULES - SEE SHEET SPV-2 FOR MODULE LAYOUT.
6. EXISTING UTILITY [illegible] TO REMAIN.
7. EXISTING SERVICE DISCONNECT 41 ON EXTERIOR WALL, AT GRADE.
8. UTILITY REVENUE & ACCESS RECEPTACLE & NMB AC DISCONNECT 'D-2' WITH VISIBLE BLADE ON EXTERIOR WALL, AT GRADE.
9. PV SYSTEM NMB METER SOCKET ON EXTERIOR WALL, AT GRADE.
10. INVERTER AC VISUAL DISCONNECT SWITCH 'D-3' ADJACENT TO INVERTER - ON EXTERIOR WALL, AT GRADE.
11. EXISTING SERVICE DISCONNECT, TO REMAIN.

PV SYSTEM WORK NOTES

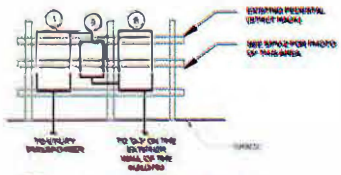
1. WORK INCLUDES INSTALLING PROPOSED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURER'S INSTALLATION PROCEDURES AND INSTRUCTIONS, ALONG WITH APPROVED ELECTRICAL WIRING.
2. WORK AREAS SHALL BE MARKED, FENCED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSION OF EXISTING ELEMENTS SHOWN WERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD INVESTIGATIONS, AND SHOULD BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SHADING, STRINGING, AND WIND ZONE PLACEMENT OF THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR SLIP SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUB-ARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLAMPS.



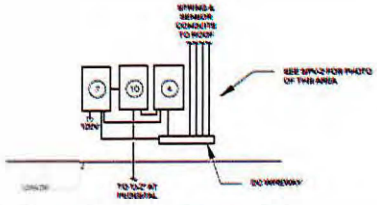
2 PV-2 AERIAL SITE PHOTO
SCALE: N.T.S.



3 PV-2 EXTERIOR EQUIPMENT AREA PHOTO
SCALE: N.T.S.



3 PV-2 PROFILE VIEW (PEDESTAL)
SCALE: N.T.S.



4 PV-2 PROFILE VIEW (EXTERIOR WALL)
SCALE: N.T.S.

Project Info

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
[illegible]@sgedesign.com

SOLAR DEVELOPER:
ALL ELECTRIC LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 159.300 KW DC STC + BIFACIAL GAIN
- 100.000 KW AC / 100.000 KVA AC
- (1) SOLAREDGE SE100KUS INVERTER (100 KWAC)
- (270) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03427146 (EXISTING, INSIDE)
03913623 (EXISTING, OUTSIDE)

EVERSOURCE ACCOUNT
51864373065 (EXISTING)

NRES ID # SGENSYRES-0857

DAS PROJECT #151-0013-PV

No.	Revision / Issue	Date

ROOF MOUNTED PV SYSTEM
B.W. TINKER ELEMENTARY SCHOOL
809 HIGHLAND AVE
WATERBURY, CT 06708

PROFILE VIEWS & PARTIAL PLANS

Drawn	Sheet
Date: MAY 22, 2026	PV-2
Scale: NTS	

ROOF AREA GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]

PV SYSTEM WORK NOTES

1. WORK INCLUDES INSTALLING PROVIDED SOLAR PANEL ARRAY ON TOP OF EXISTING ROOFING SYSTEM PER THE MANUFACTURERS INSTALLATION PROCEDURES AND INSTRUCTIONS, ALONG WITH ASSOCIATED ELECTRICAL WIRING.
2. WORK AREAS SHALL BE WARNED, PROTECTED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSION OF EXISTING ELEMENTS SHOWN WERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD INVESTIGATIONS, AND SHALL BE USED FOR INFORMATIONAL PURPOSES ONLY. ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SHADING, STRINGING, AND WIND ZONE PLACEMENT ON THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THIS LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF FLOOR OR SLIP SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ADHERED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUB-ARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLAMPS.

SYMBOL LEGEND

+	BEGINNING OF STRING
-	END OF STRING
XX	STRING NUMBER - SEE PV3.2 FOR ADDITIONAL INFORMATION

RACKING NOTES

1. [illegible]

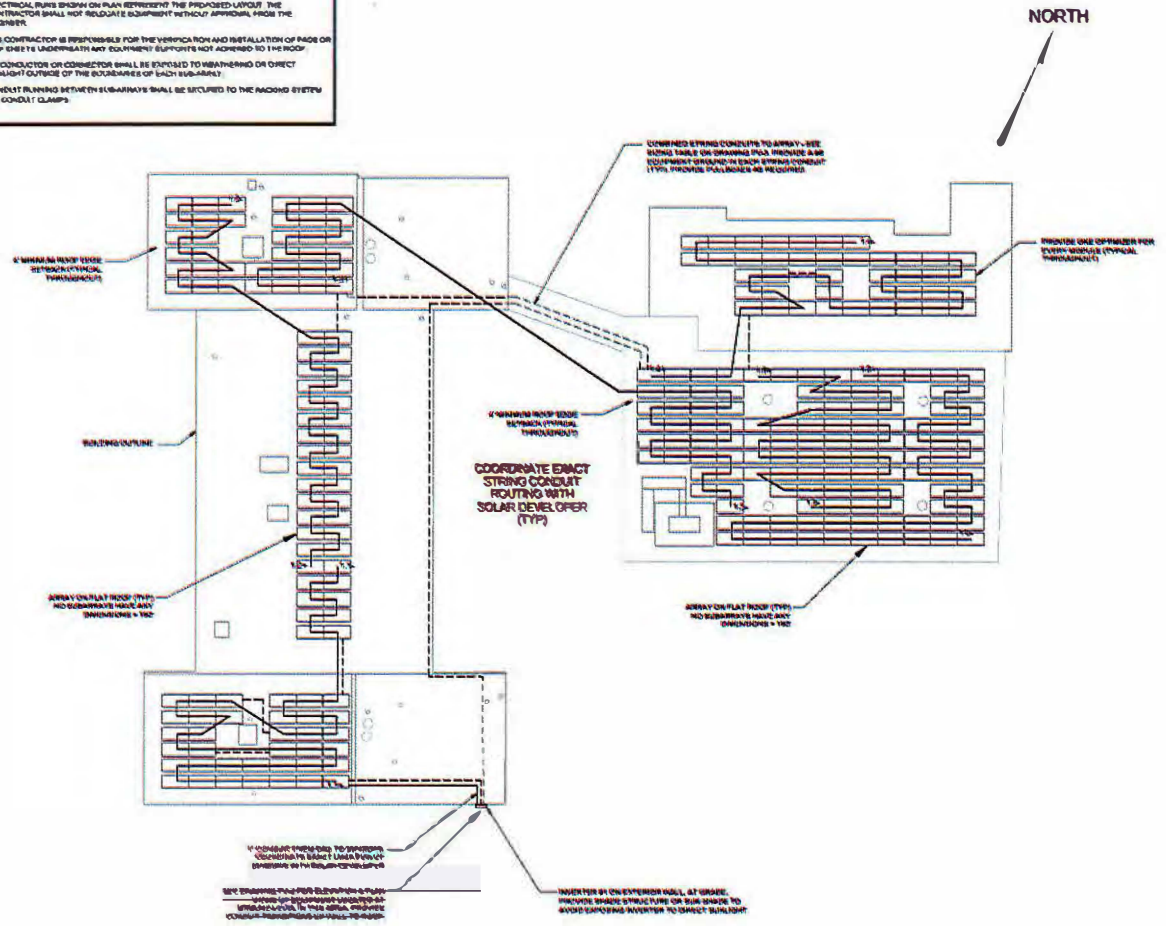
STRING WIRING

STRING NUMBER	MODULE TYPE	STRING ID	QTY OF MODULES	QTY OF OPTIMIZERS	DC WATTS	AC WATTS	INVERTER & MPPT	CONDUCTOR SIZE (AWG)	CONDUIT SIZE (TRADE)
1	[illegible]	1	15	15	5700	20.55	A/B	#8	1 1/2"
2	[illegible]	2	15	15	5700	20.55	A/B	#8	1 1/2"
3	[illegible]	3	15	15	5700	20.55	A/B	#8	1 1/2"
4	[illegible]	4	15	15	5700	20.55	A/B	#8	1 1/2"
5	[illegible]	5	15	15	5700	20.55	A/B	#8	1 1/2"
6	[illegible]	6	15	15	5700	20.55	A/B	#8	1 1/2"
TOTAL			230	230	129.90				2 1/2"

STRING CONDUIT REQUIREMENTS:

# OF STRINGS	MINIMUM CONDUIT SIZE
1 STRING	1"
2 STRINGS	1 1/4"
3-4 STRINGS	1-1/2"
5-6 STRINGS	2"

PROVIDE A #8 AWG EGC IN EACH STRING CONDUIT & BOND PER NEC



1 OVERALL ROOF PLAN
PV3 NOT TO SCALE

Project Info

ENGINEER:

SG ENGINEERING LLC
36 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
[illegible]@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC
189 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 139.300 KW DC STC + BIFACIAL GAIN
- 100.000 KW AC / 100.000 KVA AC
- (1) SOLAREDGE SE100KUS INVERTER (100 KWAC)
- (270) SEG SOLAR SEG-390-BTA-BG MODULES (390W STC BIFACIAL)

EVERSOURCE METERS
03427146 (EXISTING, INSIDE)
03013623 (EXISTING, OUTSIDE)

EVERSOURCE ACCOUNT
5188437 3043 (EXISTING)

NRES ID # SZD-ESNRES-00675

DAS PROJECT #751-0313-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

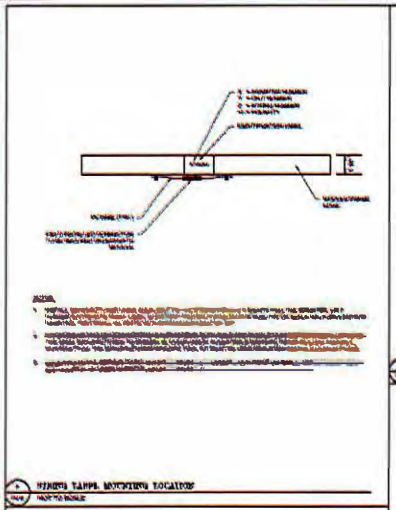
B.W. TINKER ELEMENTARY SCHOOL
609 HIGHLAND AVE
WATERBURY, CT 06708

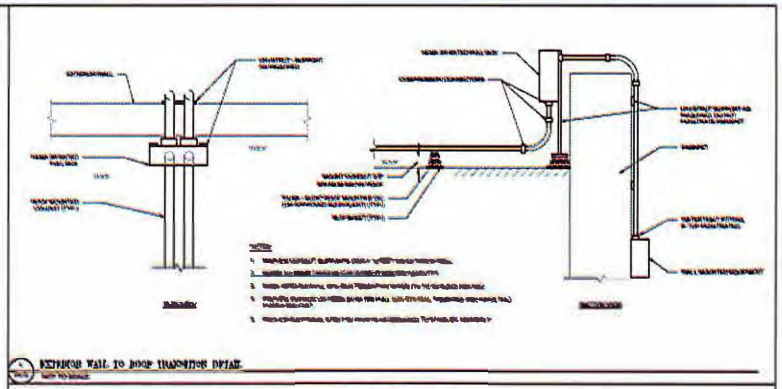
OVERALL ROOF PLAN

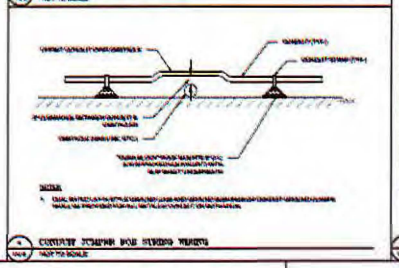
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Scale: N.T.S.
Sheet: PV-3

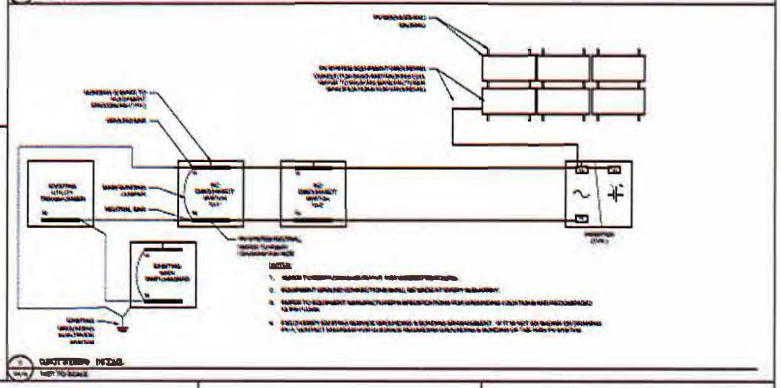
GENERAL NOTES

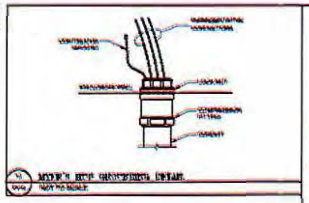
ABBREVIATIONS

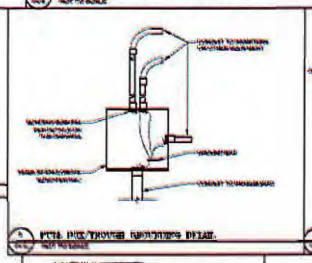


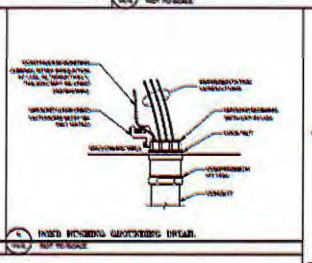


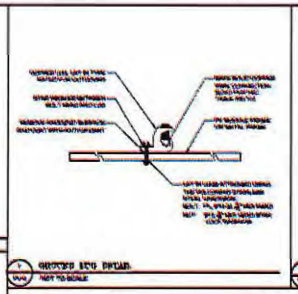




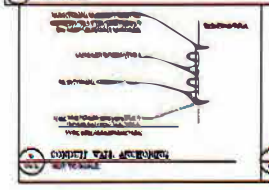


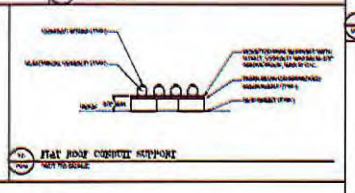


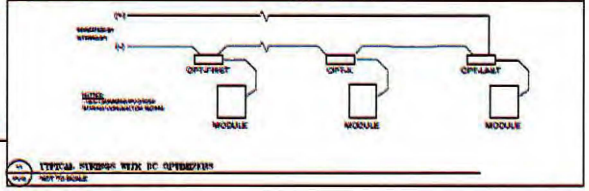












Project Info

ENGINEER:

SG ENGINEERING

56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 159.300 KW DC STC + BIFACIAL GAIN
- 100.000 KW AC / 100.000 KVA AC
- (1) SOLAREDGE SE100KUS INVERTER (100 KWAC)
- (270) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03427146 (EXISTING, INSIDE)
03813623 (EXISTING, OUTSIDE)

EVERSOURCE ACCOUNT
#5184313063 (EXISTING)

NRES ID # SZ3-ESNRES-00676

QAS PROJECT #151-0313-PV

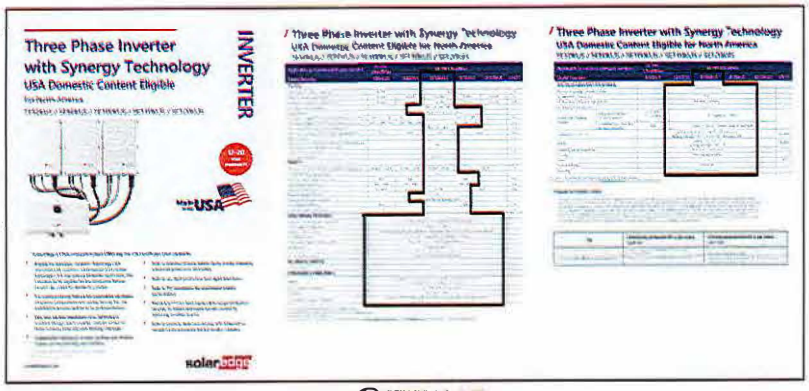
No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

B.W. TINKER ELEMENTARY SCHOOL
309 HIGHLAND AVE
WATERBURY, CT 06708

NOTES, DETAILS & ABBREVIATIONS

Project
Date: MAY 23, 2025
Scale: NTS
Sheet: PV-8



INVERTER DATA SHEET



RAPID SHUTDOWN DEVICE DATA SHEET



MODULE 575W "N" DATA SHEET

Project Info

ENGINEER:

SG ENGINEERING LLC

35 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

120 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 139.300 KW DC STC + BIFACIAL GAIN
- 100.000 KW AC / 100.000 KVA AC
- (1) SOLAREDGE SE100KUS INVERTER (100 KWAC)
- (270) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
03437146 (EXISTING, INSIDE)
03813423 (EXISTING, OUTSIDE)

EVERSOURCE ACCOUNT
5186437063 (EXISTING)

NRES ID # SCS-ESNRES-00676

DAS PROJECT #151-0313-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

B.W. TINKER ELEMENTARY SCHOOL
809 HIGHLAND AVE
WATERBURY, CT 06708

EQUIPMENT DATA SHEETS

Date: MAY 22, 2026	Sheet: PV-9
Scale: NTS	



SOURCE: http://www.pvlabels.com

SOURCE: http://www.pvlabels.com

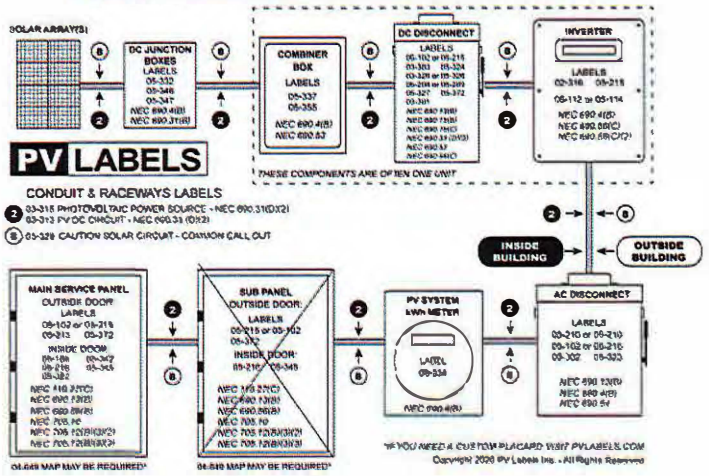
3 PV-10 LABELS



STRING NUMBER LABEL

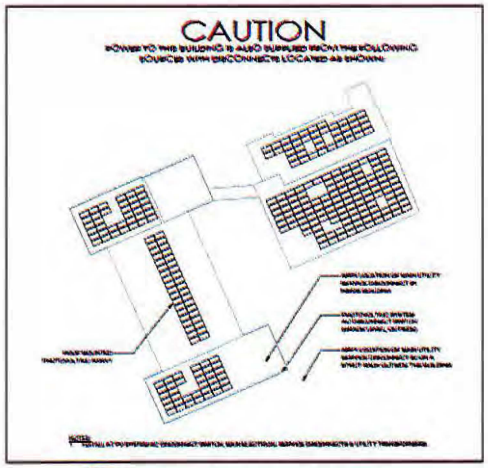
PHOTOVOLTAIC SOLAR SYSTEM MARKING - DC STRINGS

RECOMMENDATIONS BASED ON 2020 NEC, COMMON CALL OUTS AND PACKAGE CONTENTS



SOURCE: http://www.pvlabels.com/

2 PV-10 LABEL LOCATIONS



3 PV-10 POWER SOURCE DIRECTORY

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEOUESION.COM
sge@sgedesign.com

SOLAR DEVELOPER:
ALL ELECTRICT LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 139.300 KW DC STC + BIFACIAL GAIN
- 100.000 KW AC / 100.000 KVA AC
- (1) SOLAREDGE SE100KUS INVERTER (100 KVAC)
- (270) SEG SOLAR SEG-380-BTA-BG MODULES (380W STC BIFACIAL)

EVERSOURCE METERS
03427148 (EXISTING, INSIDE)
03613527 (EXISTING, OUTSIDE)

EVERSOURCE ACCOUNT
51664373063 (EXISTING)

NRES ID # SENESNRES-00876

DAS PROJECT #151-0913-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

B.W. TINKER ELEMENTARY SCHOOL
369 HIGHLAND AVE
WATERBURY, CT 06708

LABELS & SIGNAGE

Date: MAY 22, 2020
Scale: NTS

PV-10

ELECTRICAL SPECIFICATIONS



Project Info

ENGINEER:

SG ENGINEERING LLC

36 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
[redacted]

SOLAR DEVELOPER:

ALL ELECTRIC LLC

100 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 158.300 KW DC STC + BIFACIAL GAIN
- 100.000 KW AC / 100.000 KVA AC
- (1) SOLAREDGE SE100KUS INVERTER (100 KWAC)
- (270) SEG SOLAR SEG-590-BTA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS

- 10042714S (EXISTING, INSIDE)
- 03013623 (EXISTING, OUTSIDE)

EVERSOURCE ACCOUNT

- 51 89437 3063 (EXISTING)

NRES ID # SZ3-ESNRES-00676

DAS PROJECT #151-0313-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

B.W. TINKER ELEMENTARY SCHOOL
839 HIGHLAND AVE
WATERBURY, CT 06708

SPECIFICATIONS

Drawn	Sheet
Date: MAY 22, 2024	PV-11
Scale: NTS	

Wendell Cross – 151-0310 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

M.M. Generali – 151-0311 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Sprague School – 151-0312 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Tinker School – 151-0313 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

West Side School – 151-0314 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and

the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

CODE CONFORMITY CERTIFICATION

FORM SCG-3030

Director
Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, Connecticut 06103

Subject: State Project Number: 151-0313 PV

LEA: Waterbury Public Schools

Phase: 1 of 1

Facility Name: Tinker Elementary School

Local Health Department Jurisdiction: Waterbury Health Department

Pursuant to Section 10-292 of the Connecticut General Statutes, the final plans for any phase of a school building project as provided in CGS Section 10-291 must be in conformance with state codes, statutes, regulations and to federal laws. The following documents are attached (mark boxes "x", as appropriate):

Attached	N/A	
☐	☒	ICC Code Review Checklist completed by Local Official or Third-party reviewer
☐	☒	Plan Review Record (PRR) by Local Officials or Third-party reviewer
☐	☒	Design Professional's response to PRR with Local Officials acceptance
☐	☒	Approved Code Modifications
☐	☒	Second copy of Code/Egress/Site drawings for OSCG&R file
☒	☐	Final Construction documents for OSCG&R review

We, the undersigned, have reviewed the construction documents (drawings and project manuals) for the above referenced school building project (the Project) dated 5/22/2026. As confirmation of our review in accordance with OSCG&R Guidelines and Plan Review checklists, we have signed and dated the cover page of the project's drawings and manuals. As it relates to my specific jurisdiction, and to the best of my knowledge, information, and belief, the review has determined the project's construction documents appear to be in compliance with the current Connecticut State Building Code, Fire Safety Code, State Fire Prevention Code, Connecticut Department of Public Health Regulations, Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act (ADA) of 1990, and OSHA requirements.

Building Official:

Frank Baker _____ Signature: _____ Date: _____
(Print Name):

Fire Marshal:

Tom Fitzgerald _____ Signature: _____ Date: _____
(Print Name):

Section 504 Official:

Mike Konopka _____ Signature: _____ Date: _____
(Print Name):

Health Inspector:

Richard Lee _____ Signature: _____ Date: _____
(Print Name):

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS

FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	Tinker Elementary School 809 Highland Ave, Waterbury, CT 06708	151-0313 PV
		PHASE NUMBER: 1

Estimated date* to begin construction July 6, 2026 Estimated date to complete construction October 1, 2026

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	6 / 18 / 2026	/ /
School Building Committee	6 / 4 / 2026	/ /

We hereby certify that these final plans and project manual(s) as prepared for bidding and dated 5/22/2026, and the professional cost estimate, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated 5/20/2026, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date **

For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date **

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	Telephone No.
CSW Energy		(845) 551-7881

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0313 PV

Project Name: Tinker Elementary School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	5/29/2026

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated 5/22/2026 for the above referenced project comply with all applicable building codes.

Local Building Official's Name | Signature | Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated 5/22/2026 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name | Signature | Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated 5/22/2026 for the above referenced project comply with all applicable health codes.

Local Health Official's Name | Signature | Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated 5/22/2026 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name | Signature | Date

NOTES:

1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

#2e

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

Date: May 29, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Building and School Facilities Members

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr.

From: Nicholas Albini, Chief Operating Officer

Subject: Review of Plans for RFP#8595 Rooftop Solar Photovoltaic Systems

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

This Honorable Board of Education ("BOE") and the Honorable Board of Aldermen previously approved a construction contract between the City of Waterbury and All-Electric Construction & Communication LLC ("All-Electric") to design and install rooftop solar systems at the following five schools: B.W. Tinker Elementary School, M.M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School.

This submission today requests that the BOE Building School Facilities Committee and the BOE authorize their respective Chairpersons to sign the CT Department of Administrative Services Office of Grants Administration ("DAS-OGA") form "SCG-042 – Request for Review of Final Plans" for the school rooftop solar projects at five schools, as well as, The Department of Administrative Services (DAS-OSCG&R) form" SCG-3030 – Code Conformity Certification: Tinker, Generali, Sprague, Wendell Cross, and West Side. In support of this request, we include the final plans, building permits, and updated cost estimates for each of these five-school rooftop solar projects. In addition, we have attached the required separate motions for each school rooftop solar project that need to be passed by both the BOE Building Facilities Committee and the BOE for these projects to proceed through the DAS-OGA review process.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
nalbini@waterbury.k12.ct.us

The goal at this stage of these five-school rooftop solar projects is to receive approval for the Chairperson of the BOE Building Facilities Committee to sign form SCG-042 and the SCG-3030 at their June 4th meeting, and to receive approval for the Chairperson of the BOE to sign form SCG-042 at their June 18th meeting. Following that June 18th meeting, all required DAS-OGA forms and final plans in support of these five-school rooftop solar projects will be signed by the appropriate municipal officials in advance of a final plan review meeting to be scheduled with DAS-OGA. Once the plan review meeting with DAS-OGA occurs, and the final plans are approved by DAS-OGA, the city will receive authorization to begin construction of these five-school rooftop solar projects.

Members of CSW and WDC will be at the June 4th and June 18th meetings to answer any questions.

The City of Waterbury
Department of Inspection
185 South Main Street, 5th floor
(1 Jefferson Square)
Waterbury, CT 06702
Applications & Permits: Monday – Friday 8:00 a.m. to 4:00 p.m.
Building: 203 574 6832 Electrical: 203 574 8382
HVAC / Plumbing: 203 574 6856 Fax: 203 574 6854
Sealer of Weights and Measures: 203 574 8387

BD - Electrical Permit

Permit #: PR20260000909 Date of Issue: 4/30/26

Location of Work: 483 CHASE PARKWAY, Waterbury, CT

This permit is hereby granted to perform the following work:

Install
Other
Install 492 roof mount solar panels 290.280 KW
With installation of new second service off existing ground mount transformer to P.V. system only

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

All work covered by this permit has been authorized by the owner of this property.
This permit is granted under the condition that the work shall be done in accordance with the laws of the State of Connecticut and the ordinance of the City of Waterbury. If any statements of said application are false, or if any change is made to the plans/specifications without the consent of the Building Inspector or his duly appointed agent, this permit shall be revocable.

Approved plans must be retained on the job and this card must be kept posted until final inspection has been made. Such building shall not be occupied until final inspection has been made, and where applicable, a Certificate of Occupancy/Approval has been issued.

The Following Permit in no way relieves the Architect, Engineer, or Contractor from the responsibility of having their design/construction meet all requirements of the Connecticut Fire Saftey Code (C.F.S.C.) and all applicable standards.

Contacts:

Applicant	Angelica Guild/AEC Solar LLC180 Wampus La.Milford, CT 06460
Contractor	Patrick Lewis/AEC Solar180 Wampus La.Milford, CT 06460
Owner	CITY OF WATERBURY WEST SIDE MIDDLE SCHOOL235 GRAND ST WATERBURY, CT 06702
Donation Bin Owner	

Issued By: Domenic Mascolo Title: Electrical Inspector
Signature: D. Mascolo

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Construction Documents Estimate

State Project #	EstNum000463				
LEA	Waterbury Public Schools				
School Name	West Side Middle School				
Project Type					
Square Footage of Construction	38,042				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible Costs
Project Cost	$1,014,000.00	of Project Costs	$26.65	Project Ineligible Costs	$301,903.57
All Soft Cost	$399,259.53			Ineligible Soft Costs	$301,903.57
Construction Cost	$614,740.47	of Construction Cost	$16.16	Ineligible Construction Costs	$0.00
Eligible Construction Costs	$614,740.47	of Eligible Costs	$16.16		

Construction Cost			Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	A1010. Standard Foundations	0.00	0.00
		A1020. Special Foundations	0.00	0.00
		A1030. Slab on Grade	0.00	0.00
	A20. Basements	A2010. Basement Excavation	0.00	0.00
		A2020. Basement Walls	0.00	0.00
B. SHELL	B10. Super Structure	B1010. Floor Construction	0.00	0.00
		B1020. Roof Construction	0.00	0.00
	B20. Exterior Enclosures	B2010. Exterior Walls	0.00	0.00
		B2020. Exterior Windows	0.00	0.00
		B2030. Exterior Doors	0.00	0.00

	B30. Roofing	B3010. Roof Coverings	0.00	0.00
		B3020. Roof Openings	0.00	0.00
C. INTERIORS	C10. Interior Construction	C1010. Partitions	0.00	0.00
		C1020. Interior Doors	0.00	0.00
		C1030. Fittings	0.00	0.00
	C20. Stairs	C2010. Stair Construction	0.00	0.00
		C2020. Stair Finishes	0.00	0.00
	C30. Interior Finishes	C3010. Wall Finishes	0.00	0.00
		C3020. Floor Finishes	0.00	0.00
		C3030. Ceiling Finishes	0.00	0.00
D. SERVICES	D10. Conveying	D1010. Elevators & Lifts	0.00	0.00
		D1020. Escalators & Moving Walks	0.00	0.00
		D1090. Other Conveying Systems	0.00	0.00
	D20. Plumbing	D2010. Plumbing Fixtures	0.00	0.00
		D2020. Domestic Water Distribution	0.00	0.00
		D2030. Sanitary Waste	0.00	0.00
		D2040. Rain Water Drainage	0.00	0.00
		D2090. Other Plumbing Systems	0.00	0.00
	D30. HVAC	D3010. Energy Supply	0.00	0.00
		D3020. Heat Generating Systems	0.00	0.00
		D3030. Cooling Generating Systems	0.00	0.00
		D3040. Distribution Systems	0.00	0.00
		D3050. Terminal & Package Units	0.00	0.00
		D3060. Controls & Instrumentation	0.00	0.00
		D3070. Systems Testing & Balancing	0.00	0.00
		D3090. Other HVAC systems & Equipment	0.00	0.00
	D40. Fire Protection	D4010. Sprinklers	0.00	0.00
		D4020. Standpipes	0.00	0.00
		D4030. Fire Protection Specialties	0.00	0.00
		D4090. Other Fire Protection Systems	0.00	0.00
	D50. Electrical	D5010. Electrical Service & Distribution	0.00	0.00
		D5020. Lighting and Branch Wiring	0.00	0.00
		D5030. Communications & Security	0.00	0.00
		D5090. Other Electrical Systems	452836.80	0.00

E. EQUIPMENT & FURNISHINGS	E10. Equipment	E1010. Commercial Equipment	0.00	0.00
		E1020. Institutional Equipment	0.00	0.00
		E1030. Vehicular Equipment (Bldg fixed)	0.00	0.00
		E1090. Other Equipment	0.00	0.00
	E20. Furnishings	E2010. Fixed Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	F1010. Special Structures	0.00	0.00
		F1020. Integrated Construction	0.00	0.00
		F1030. Special Construction Systems	0.00	0.00
		F1040. Special Facilities	0.00	0.00
		F1050. Special Controls & Instrumentation	0.00	0.00
	F20. Selective Building Demolition	F2010. Building Elements Demolition	0.00	0.00
	F30. Abatement	F3010. PCB/Asbestos/Lead Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	X1010. General Conditions	88535.40	0.00
	X20. Overhead & Profit	X2020. Office Overhead & Profit	73368.27	0.00
		X2030. Trade Contractor Bond Costs	0.00	0.00
Z. ALLOWANCES	Z10. Design Contingency	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	Z20. Inflation (Escalation) Allowance	0.00	0.00
	Z30. Construction Contingency	Z30. Construction Contingency	0.00	0.00

Soft Cost		Cost	Ineligibles
G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00
	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00

	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	11611.20	0.00
	R2010. Environmental	0.00	0.00
	R3010. Commissioning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	62000.00	17500.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	10000.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00
T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	2639.16	0.00
	T5010. State Permit Fees	263.64	263.64
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	11105.60	0.00
U. CONTINGENCIES	U1010. Owner Contingency	301639.93	284139.93
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00

	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

Save CD Estimate And Continue | Save CD Estimate And Exit | Submit CD Estimate

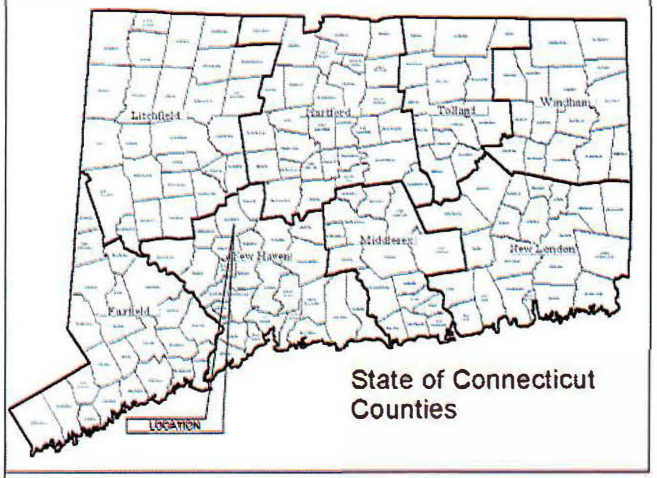
ROOFTOP PV ARRAY INSTALLATION AT:

WEST SIDE MIDDLE SCHOOL

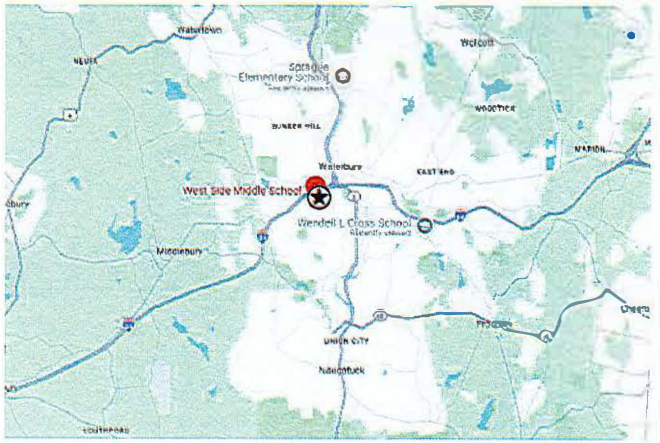
483 CHASE PKWY

WATERBURY, CT 06708

DAS PROJECT #151-0314-PV



LOCATION MAP
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

APPLICABLE CODES

NATIONAL ELECTRIC CODE - 2020
ARTICLE 230 - SERVICES
ARTICLE 240 - OVERCURRENT PROTECTION
ARTICLE 250 - GROUNDING AND BONDING
ARTICLE 300 - WIRING METHODS
ARTICLE 310 - CONDUCTORS
ARTICLE 690 - SOLAR PHOTOVOLTAIC SYSTEMS
ARTICLE 705 - INTERCONNECTED ELECTRIC POWER PRODUCTION SOURCES

PV SYSTEM INFORMATION

SYSTEM SIZE (DC):	230,280 kW STC + BIFACIAL GAIN
SYSTEM SIZE (AC):	200,000 kW / 200,000 kVA
INVERTER QUANTITY:	2
INVERTER TYPE:	SOLAREDGE SE100K-US (100 kVAC)
MODULE QUANTITY:	492
MODULE TYPE:	REC SOLAR REC-460-PE-RX (460W STC + BIFACIAL GAIN)
RACKING TYPE:	K2 RACKING
RAPID SHUTDOWN DEVICES:	SOLAREDGE S1001J (OPTIMIZER)

UTILITY INFORMATION

COMPANY:	EVERSOURCE
ACCOUNT NUMBER:	3700470034 (EXISTING)
METER NUMBERS:	7700252 & 7700270 (EXISTING)
NMEC ID NUMBER:	NEW-EXEMPT-70429
DAS PROJECT NUMBER:	151-0314-PV

PROJECT SIGNATURES

AHJ	NAME	SIGNATURE	DATE
BUILDING INSPECTOR			
FIRE MARSHAL			
HEALTH INSPECTOR			
ADA BOI COORD			

Stephen Gendreau, P.E.

Digitally signed by Stephen Gendreau, P.E.
Date: 2026.03.09 12:08:15 -04'00'

PROJECT DESCRIPTION

THIS INSTALLATION CONSISTS OF A UTILITY INTERACTIVE SOLAR PHOTOVOLTAIC SYSTEM AT A SCHOOL BUILDING IN WATERBURY, CONNECTICUT. THE PV SYSTEM IS COMPRISED OF MODULES MOUNTED ON THE ROOF OF BUILDING. THE PV SYSTEM ALSO INCLUDES INVERTERS LOCATED ON THE EXTERIOR WALL OF THE BUILDING. THE AC INVERTER OUTPUT POWER IS FED THROUGH AN AC COMBINER PANEL, DISCONNECT SWITCHES AND UTILITY METER TO THE POINT OF CONNECTION AT AN EXISTING UTILITY TRANSFORMER.

DRAWING LIST

N/A	COVER SHEET
PV-1	THREE-LINE DIAGRAM
PV-2	PROFILE VIEWS & PARTIAL PLANS
PV-3	OVERALL ROOF PLAN
PV-4,5,6 & 7	(NOT USED)
PV-8	NOTES, DETAILS & ABBREVIATIONS
PV-9	EQUIPMENT DATA SHEETS
PV-10	LABELS & SIGNAGE
PV-11	SPECIFICATIONS

DOCUMENTS BY OTHERS

RACKING MANUFACTURER DRAWINGS
STRUCTURAL ENGINEERING CALCULATIONS

REVISIONS:

03-06-2026:	INTERCONNECTION APPLICATION
03-09-2026:	ISSUED FOR CONSTRUCTION

PREPARED FOR:

ALL ELECTRIC LLC
CONSTRUCTION & SERVICE

allelectricct.com

PREPARED BY:

SG ENGINEERING LLC

sgedesign.com

INVERTER RELAY SETTINGS

TABLE I: INVERTERS' VOLTAGE TRIP SETTINGS

TABLE II: INVERTERS' FREQUENCY TRIP SETTINGS

TABLE III: INVERTERS' VOLTAGE RIDE-THROUGH CAPABILITY & OPERATIONAL REQUIREMENTS

TABLE IV: INVERTERS' FREQUENCY RIDE-THROUGH CAPABILITY

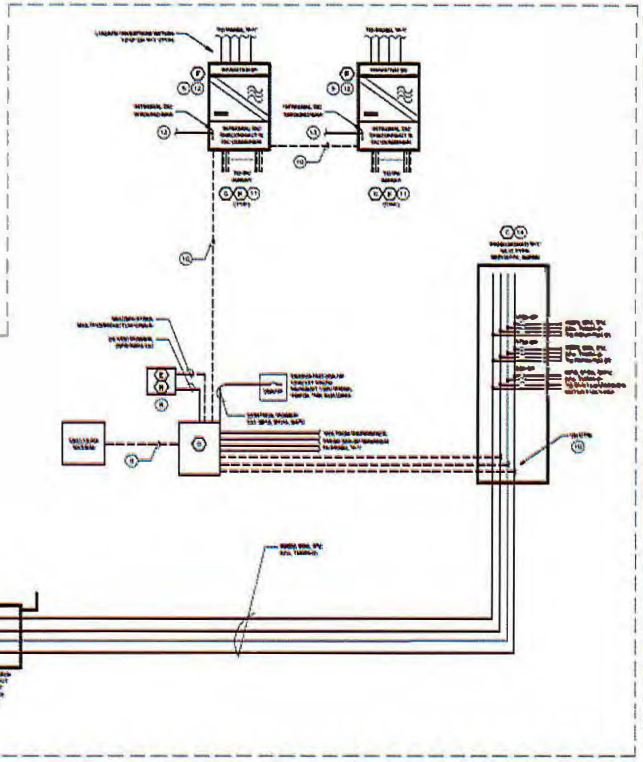
TABLE V: GRID SUPPORT UTILITY INTERACTIVE INVERTER FUNCTIONS STATUS

SOLAR PV GENERAL NOTES

KEY NOTES

INVERTER DATA

EQUIPMENT SCHEDULE



ENGINEER:

SG ENGINEERING LLC

36 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 230.280 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (682) SEG SOLAR SEG-380-BTA-BG MODULES (380W STC BIFACIAL)

EVERSOURCE METERS
07800292 & 890527312
(EXISTING)

EVERSOURCE ACCOUNT
510004673034 (EXISTING)

NRES ID # SZH-CESNRES-00823

DAS PROJECT #151-0314-PV

No.	Revision/Issue	Date

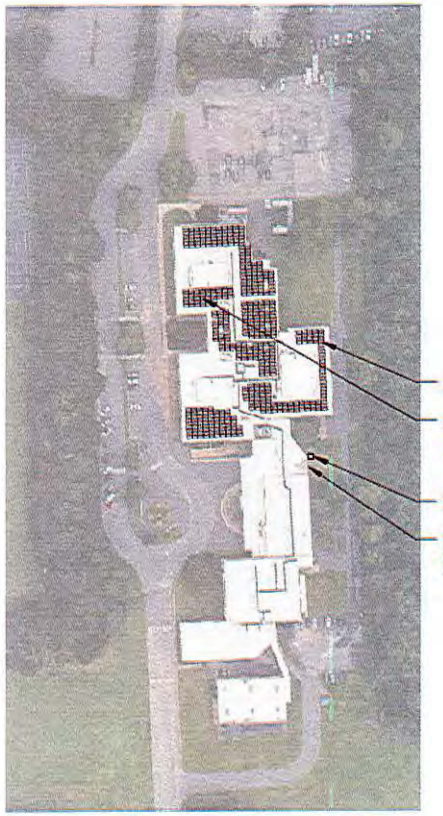
ROOF MOUNTED PV SYSTEM

WEST SIDE MIDDLE SCHOOL
483 CHASE PKWY
WATERBURY, CT 06708

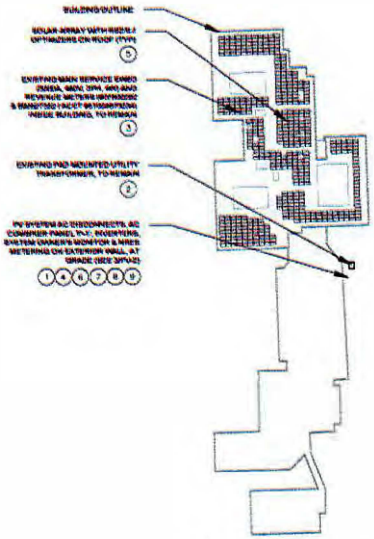
THREE-LINE DIAGRAM

DATE: MARCH 9, 2026
SCALE: NTS

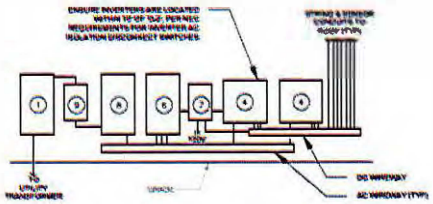
PV-1



2 PV-2 AERIAL SITE PHOTO
SCALE: N.T.S.



1 PV-2 PARTIAL SITE PLAN
SCALE: N.T.S.



3 PV-2 PROFILE VIEW (EXTERIOR WALL)
SCALE: N.T.S.

PV SYSTEM WORK NOTES

1. WORK INCLUDES INSTALLING ENTIRETY SOLAR PANEL ARRAY ON TOP OF EXISTING SLOPING PITCH PER THE MANUFACTURER'S INSTALLATION SPECIFICATION & ALONG WITH ASSOCIATED ELECTRICAL WIRING.
2. WORK AREAS SHALL BE MARKED, POINTED, AND OTHERWISE SECURED SO AS TO PREVENT PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. [illegible] OF EXISTING ELEMENTS WHICH HAVE BEEN DAMAGED THROUGH A DEMOLITION OF EXISTING BUILDING AND FOR INSTRUCTIONAL AND SAFETY PURPOSES SHALL BE REPAIRED BY THE CONTRACTOR.
4. SHOP LAYOUT'S BEING ON A COMBINATION OF SKETCHES, STANDARD AND DETAILED PLANS WITH THE SHOP, THE CONTRACTOR SHALL NOT DEVIATE FROM THE LAYOUT SHOWN WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT PROVIDE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND INSTALLATION OF PADS ON SLAB BASES, AS REQUIRED FOR EQUIPMENT SUPPORTS NOT INDICATED TO THE SIDE.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT EXCEPT AT THE BEGINNING OF EACH SUB-ARRAY.
8. CONDUIT RUNNING BETWEEN SUB-ARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA OVERHEAD CLAMPS.

KEY NOTES

1. UTILITY ACCESSIBLE & ACCESSIBLE PV SYSTEM AC DISCONNECT SWITCH WHERE BREAKS ON EXTERIOR WALL, AT GRADE.
2. EXISTING UTILITY COMPANY PAD MOUNTED TRANSFORMER, TO REMAIN.
3. EXISTING UTILITY REVENUE METERS ASSOCIATED & MINUTED I-ACET INTEGRATION INSIDE BUILDING, TO REMAIN.
4. INVERTERS = MAS 2-ON EXTERIOR WALL, AT GRADE.
5. MICRO INVERTERS (MI) MOUNTED ON ROOF, UNDER MODULES - ONE MODULE PER MICRO-INVERTER UNLESS OTHERWISE NOTED.
6. PV SYSTEM AC DISCONNECTS, PVI ON EXTERIOR WALL, AT GRADE.
7. SYSTEM OWNER'S METER ON EXTERIOR WALL, AT GRADE.
8. UTILITY ACCESSIBLE & ACCESSIBLE PV SYSTEM AC DISCONNECT SWITCH WITH VISIBLE BREAKS ON EXTERIOR WALL, AT GRADE.
9. PV SYSTEM NRES METER MODULE ON EXTERIOR WALL, AT GRADE.

Project Info

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:
ALL ELECTRIC LLC
185 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 290.280 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (682) SEG SOLAR SEG-580-BTA-BG MODULES (580W STC BIFACIAL)

EVERSOURCE METERS
07800292 & 880527332
(EXISTING)

EVERSOURCE ACCOUNT
3100467 3634 (EXISTING)

NRES ID # SEG-ESNRES-00823

DAS PROJECT #131-0316-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM
WEST SIDE MIDDLE SCHOOL
463 CHASE PKWY
WATERBURY, CT 06708

PROFILE VIEWS & PARTIAL PLANS

Project
Date: MARCH 9, 2026
Scale: NTS
Sheet: PV-2

ROOF AREA GENERAL NOTES

1. [illegible]
2. [illegible]
3. ALL DC WIRING, CONDUIT, JUNCTION AND COMBINER BOXES SHALL BE MARKED TO WARN PERSONNEL OF HAZARDS.
4. ALL MODULE DC CONNECTORS SHALL BE TWINED INTO THE MODULE FRAME OF THE MODULE AND CLIPPED TO THE FRAME.
5. [illegible]
6. [illegible]
7. CONDUIT ROUTING IS SHOWN FOR ILLUSTRATION PURPOSES ONLY. CONTRACTOR TO DETERMINE LOCATIONS AND SUBMIT TO SOLAR DEVELOPER FOR APPROVAL.
8. EXPANSION FITTINGS SHALL BE ADDED TO CONDUIT RUNS EVERY 100' OR 6 EXPANSION JOINTS OR THROUGHOUT ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
9. [illegible]
10. ALL EXPOSED EXTERIOR CONDUITS SHALL BE PAINT WITH CORROSION RESISTANT COATING.
11. ENSURE THAT THE SECTION OF ALL ROOF MOUNTED CONDUITS ARE A MINIMUM OF 7/8" ABOVE THE ROOF SURFACE TO AVOID THE NEED FOR ADDITIONAL "E" EXPANSION JOINTS.
12. PROVIDE CLIP SHEETS UNDER ALL CONDUIT SUPPORTS AND ADHERE PER MANUFACTURER'S RECOMMENDATIONS.

STRING WIRING

STRING NUMBER	MODULE TYPE	STRING QTY	QTY OF MODULES	QTY OF DISCONNECTS	MAXIMUM VOC (VDC)	MAXIMUM VMP (VDC)	PAYMENT 1 KWH	COMBINER SUB-HARNESS	VOLTAGE DROP (%)
1	[illegible]	1	41	41	1041	29.15	810	69	2.83%
2	[illegible]	1	41	41	1041	29.15	820	69	2.70%
3	[illegible]	1	41	41	1041	29.15	815	69	2.76%
4	[illegible]	1	41	41	1041	29.15	840	69	2.39%
5	[illegible]	1	41	41	1041	29.15	785	69	3.52%
6	[illegible]	1	41	41	1041	29.15	825	69	2.64%
7	[illegible]	1	41	41	1041	29.15	823	69	2.67%
8	[illegible]	1	41	41	1041	29.15	850	69	2.32%
9	[illegible]	1	41	41	1041	29.15	840	69	2.39%
10	[illegible]	1	41	41	1041	29.15	845	69	2.35%
11	[illegible]	1	41	41	1041	29.15	825	69	2.64%
12	[illegible]	1	41	41	1041	29.15	815	69	2.76%
TOTAL			492	492	12492.00				2.95%

STRING CONDUIT REQUIREMENTS:

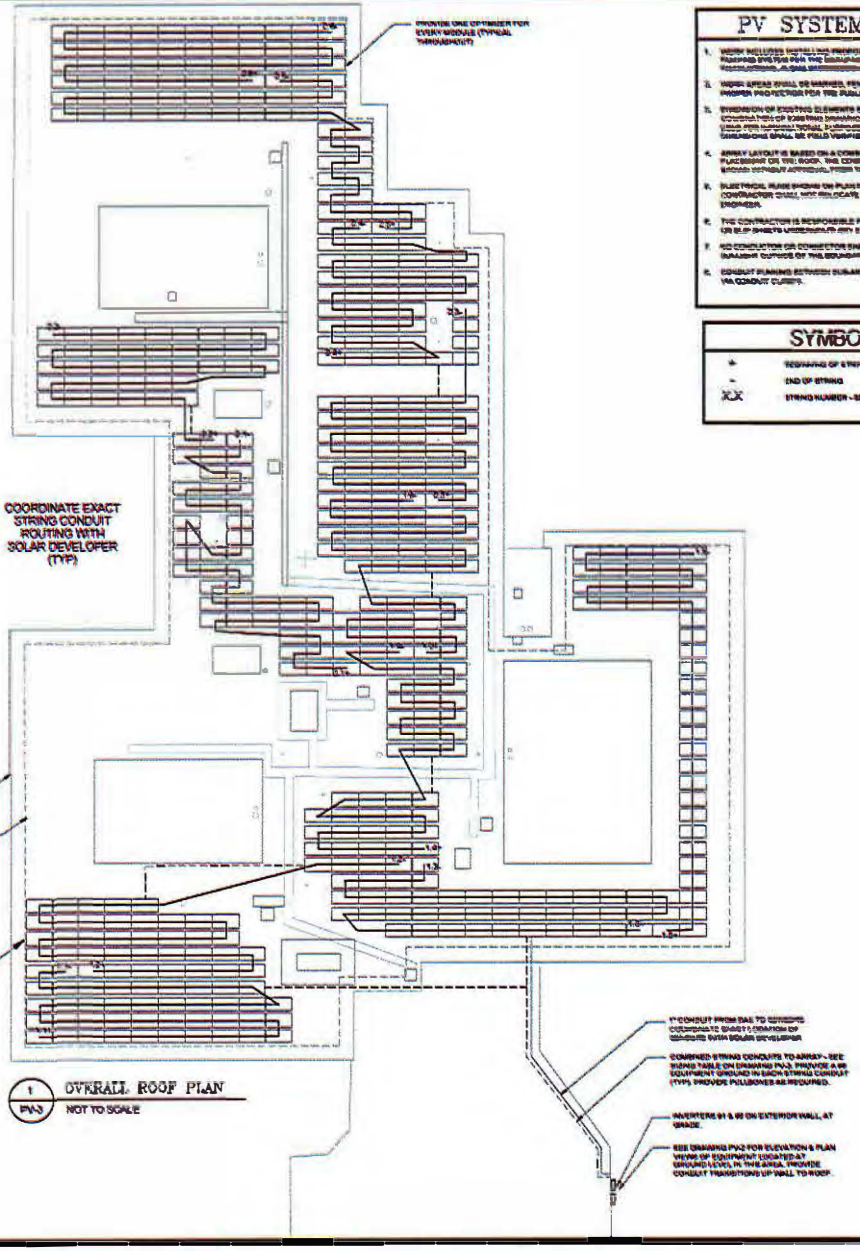
# OF STRINGS PER CONDUIT	MINIMUM CONDUIT SIZE
1 STRING	1"C
2 STRINGS	1-1/2"C
3 STRINGS	1-1/2"C
4-8 STRINGS	2"C
9-10 STRINGS	2-1/2"C
>10 STRINGS	NOT PERMITTED DUE TO DERATING

PROVIDE A #8 AWG EGC IN EACH STRING CONDUIT & BOND PER NEC

RACKING NOTES

1. RACKING NOTES, DRAWINGS AND REQUIREMENTS WILL BE PROVIDED BY SOLAR DEVELOPER AND RACKING MANUFACTURER.

NORTH



1 / PV-3 OVERALL ROOF PLAN
NOT TO SCALE

PV SYSTEM WORK NOTES

1. WORK INCLUDES INSTALLING PROPOSED SOLAR PANEL ARRAY ON TOP OF EXISTING RAISED SYSTEM PER THE MANUFACTURED INSTALLATION PROCEDURES AND [illegible]
2. WORK AREAS SHALL BE MARKED, FENCED, AND OTHERWISE SECURED SO AS TO PROVIDE PROPER PROTECTION FOR THE PUBLIC AND AS REQUIRED BY THE BUILDING INSPECTOR.
3. DIMENSIONS OF EXISTING ELEMENTS SHOWN HERE DETERMINED THROUGH A COMBINATION OF EXISTING DRAWINGS AND FIELD MEASUREMENTS, AND SHOULD BE USED FOR APPROXIMATIONS. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
4. ARRAY LAYOUT IS BASED ON A COMBINATION OF SHADING, STRINGING, AND WIND ZONE PLACEMENT ON THE ROOF. THE CONTRACTOR SHALL NOT DEVIATE FROM THIS LAYOUT WITHOUT APPROVAL FROM THE ENGINEER.
5. ELECTRICAL RUNS SHOWN ON PLAN REPRESENT THE PROPOSED LAYOUT. THE CONTRACTOR SHALL NOT RELOCATE EQUIPMENT WITHOUT APPROVAL FROM THE ENGINEER.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND INSTALLATION OF PADS OR SLAB SHEETS UNDERNEATH ANY EQUIPMENT SUPPORTS NOT ANCHORED TO THE ROOF.
7. NO CONDUCTOR OR CONNECTOR SHALL BE EXPOSED TO WEATHERING OR DIRECT SUNLIGHT OUTSIDE OF THE BOUNDARIES OF EACH SUB-ARRAY.
8. CONDUIT PLANNING BETWEEN SUBARRAYS SHALL BE SECURED TO THE RACKING SYSTEM VIA CONDUIT CLIPS.

SYMBOL LEGEND

+	BEGINNING OF STRING
-	END OF STRING
XX	STRING NUMBER - SEE PV-3 FOR ADDITIONAL INFORMATION

Project Info

ENGINEER:

SG ENGINEERING LLC

55 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
rjp@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

100 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 280.280 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (492) SEG SOLAR SEG-530-BTA-BG MODULES (530W STC BIFACIAL)

EVERSOURCE METERS
07[illegible] & [illegible]
(EXISTING)

EVERSOURCE ACCOUNT
51004973934 (EXISTING)

WRES ID # 523-ESNRES-00823

DAS PROJECT #151-0314-PV

No.		Date
	[illegible]	

ROOF MOUNTED PV SYSTEM

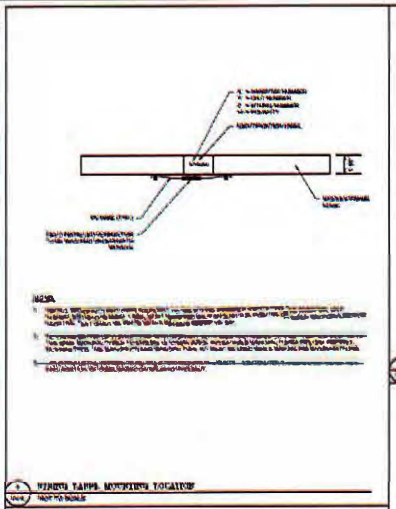
WEST SIDE MIDDLE SCHOOL
483 CHASE PKWY
WATERBURY, CT 06708

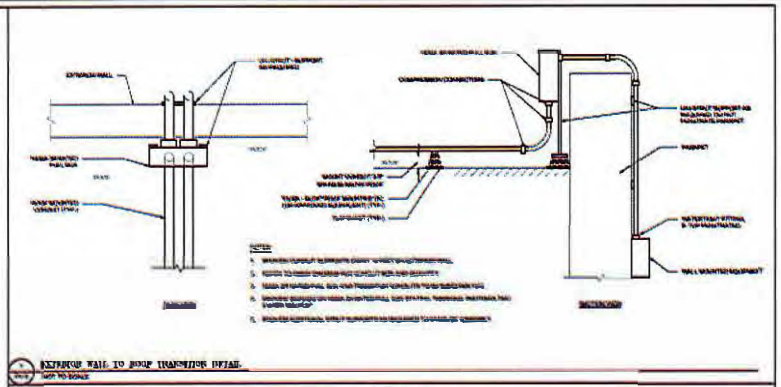
OVERALL ROOF PLAN

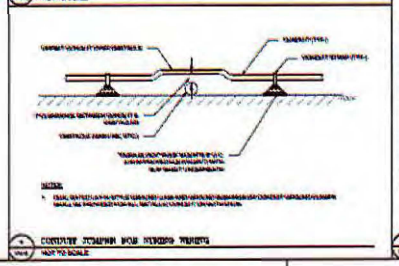
DATE: MARCH 4, 2024	PV-3
SCALE: N.T.S.	

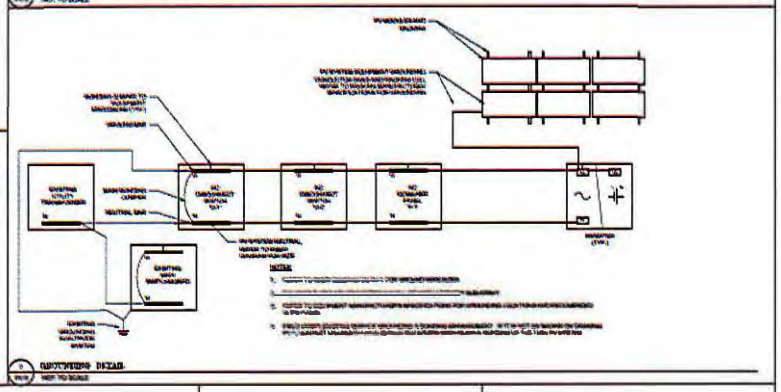
GENERAL NOTES

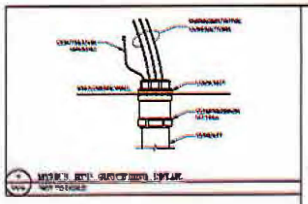
ABBREVIATIONS

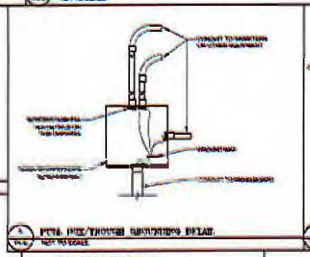


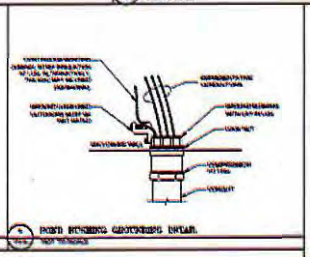


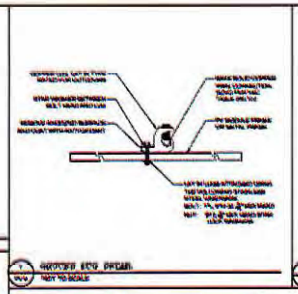




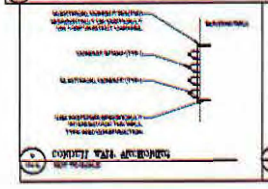


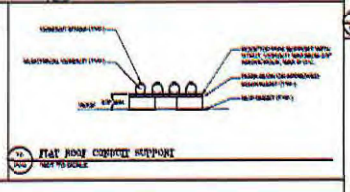


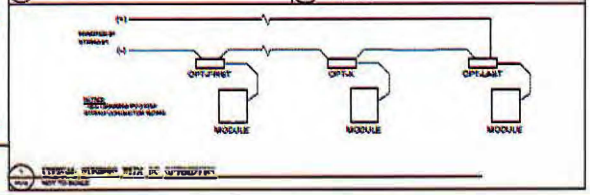












Project Info

ENGINEER:

SG ENGINEERING LLC

55 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:

- 280.280 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (560) QEG SOLAR SEG-500-BTB-BG MODULES (500W STC BIFACIAL)

EVERSOURCE METERS
01004673 & 00007032
(EXISTING)

EVERSOURCE ACCOUNT
31004673004 (EXISTING)

NRES ID # SID-ESNRES-00823

DAS PROJECT #151-0314-PV

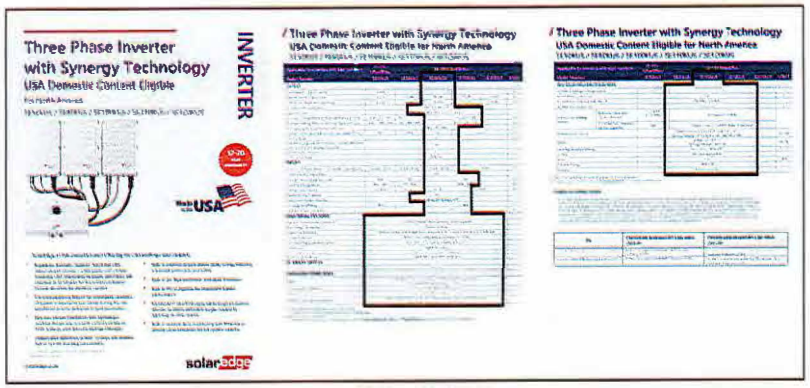
No.		Date

ROOF MOUNTED PV SYSTEM

WEST SIDE MIDDLE SCHOOL
483 CHASE PKWY
WATERBURY, CT 06706

NOTES, DETAILS & ABBREVIATIONS

Sheet	Sheet
Date: MARCH 9, 2026	PV-8
Scale: NTS	



EXTERIOR DATA SHEET
NOT TO SCALE



RAPID SHUTDOWN DEVICE DATA SHEET
NOT TO SCALE



MODULE SEG "G1" DATA SHEET
NOT TO SCALE

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGDESIGN.COM

SOLAR DEVELOPER:
ALL ELECTRIC LLC
102 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 290.280 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (402) SEG SOLAR SEG-590 STA-BG MODULES (590W STC BIFACIAL)

EVERSOURCE METERS
07900280 & 08087332
(EXISTING)

EVERSOURCE ACCOUNT
01004873034 (EXISTING)

NRES ID # 523-ESNRES-00471

DAS PROJECT #151-0314-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

WEST SIDE MIDDLE SCHOOL
463 CHASE PKWY
WATERBURY, CT 06708

EQUIPMENT DATA SHEETS

Date: MARCH 6, 2026
Drawn By: NTV

PV-9



SOURCE: http://www.pvlabels.com/

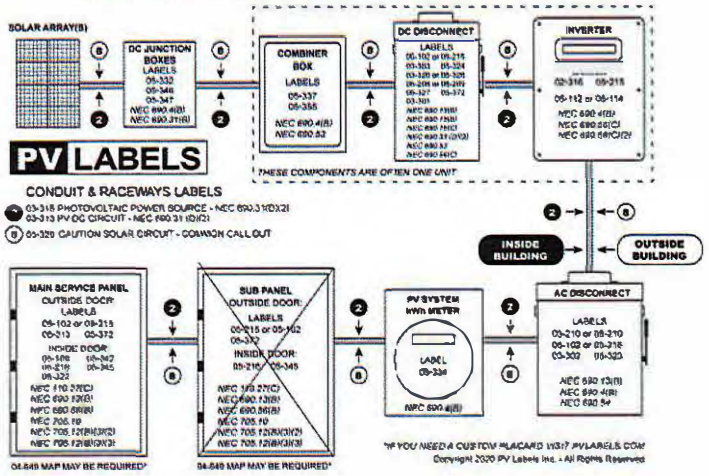
1 PV-10 LABELS



STRING NUMBER LABEL

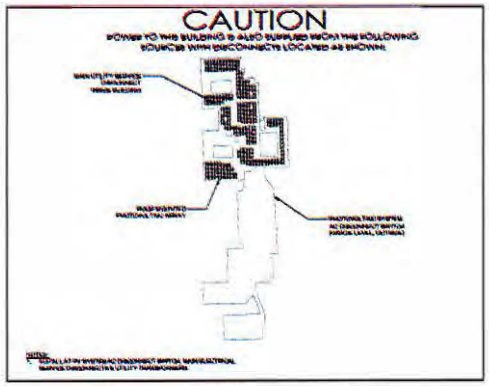
PHOTOVOLTAIC SOLAR SYSTEM MARKING - DC STRINGS

RECOMMENDATIONS BASED ON 2020 NEC, COMMON CALL OUTS AND PACKAGE CONTENTS



SOURCE: http://www.pvlabels.com/

2 PV-10 LABEL LOCATIONS



3 PV-10 POWER SOURCE DIRECTORY

Project Info

ENGINEER:
SG ENGINEERING LLC
56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM

SOLAR DEVELOPER:
ALL ELECTRIC LLC
180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 290.280 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (692) SEG SOLAR SEG-580-BTA-BG MODULES (580W STC BIFACIAL)

EVERSOURCE METERS
07800292 & 690527332 (EXISTING)

EVERSOURCE ACCOUNT
51004673034 (EXISTING)

NRES ID # SZ3-ESNRES-00823

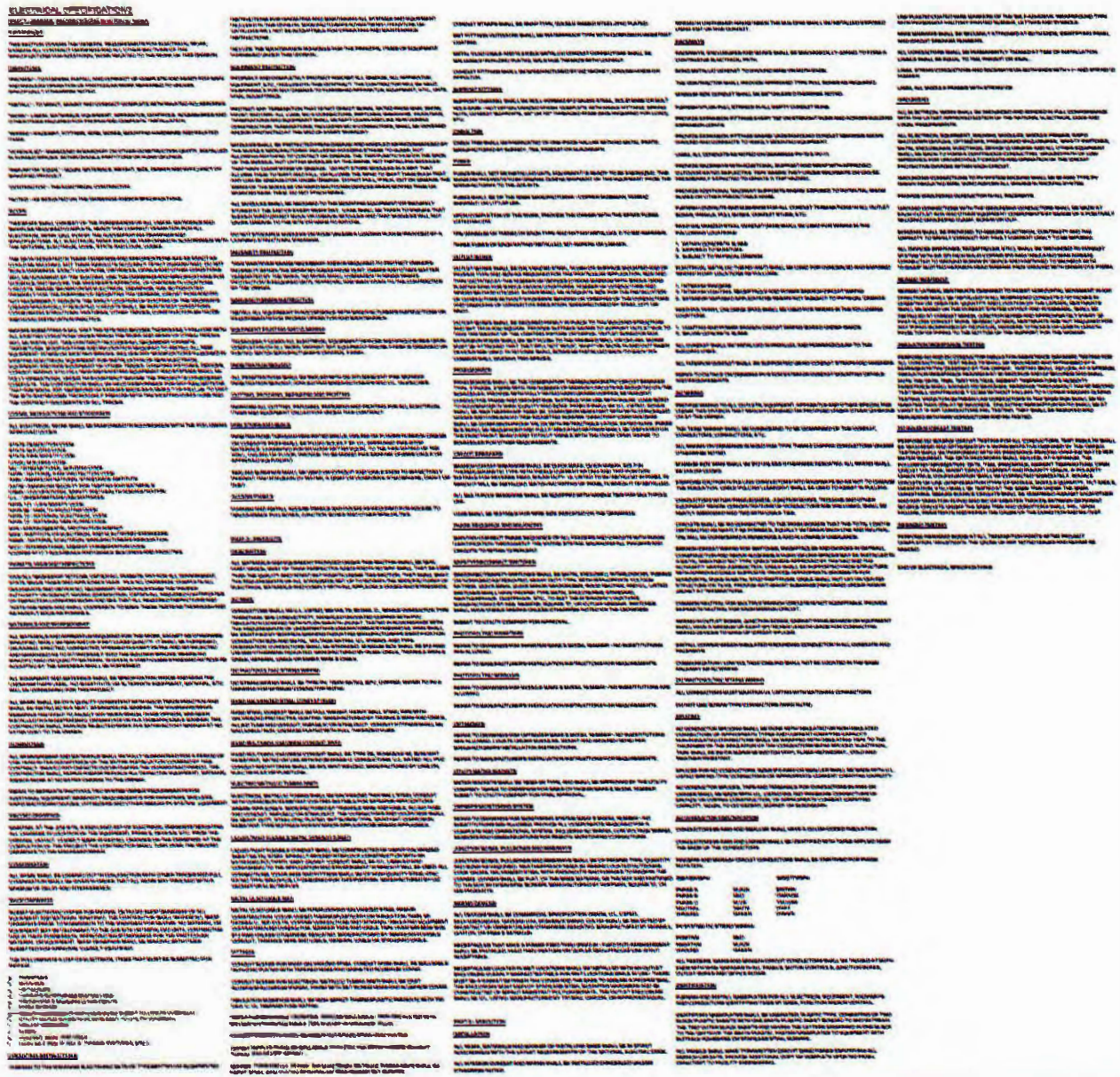
DAS PROJECT #151-0316-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM
WEST SIDE MIDDLE SCHOOL
483 CHASE PKWY
WATERBURY, CT 06708

LABELS & SIGNAGE

Drawn
Date MARCH 2, 2021
Scale NTS
Sheet PV-10



Project Info

ENGINEER:

SG ENGINEERING LLC

56 FOXCROFT COURT
SOUTHINGTON, CT
SGEDESIGN.COM
sge@sgedesign.com

SOLAR DEVELOPER:

ALL ELECTRIC LLC

180 WAMPUS LANE
MILFORD, CT 06460
ALLELECTRICCT.COM

SYSTEM INFO:
- 210.280 KW DC STC + BIFACIAL GAIN
- 200.000 KW AC / 200.000 KVA AC
- (2) SOLAREDGE SE100KUS INVERTERS (100 KWAC)
- (482) SEG SOLAR SEG-390-BTA-BG MODULES (390W STC BIFACIAL)

EVERSOURCE METERS
07000282 & 69052732
(EXISTING)

EVERSOURCE ACCOUNT
51004673034 (EXISTING)

NRES ID # SZ3-ESNRES-00623

DAS PROJECT #151-0314-PV

No.	Revision/Issue	Date

ROOF MOUNTED PV SYSTEM

WEST SIDE MIDDLE SCHOOL
483 CHASE PKWY
WATERBURY, CT 06708

SPECIFICATIONS

Issued: MARCH 9, 2021

Sheet: PV-11

Scale: NTS

Wendell Cross – 151-0310 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0310 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Wendell Cross School.

M.M. Generali – 151-0311 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0311 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at M.M. Generali School.

Sprague School – 151-0312 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0312 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Sprague School.

Tinker School – 151-0313 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0313 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at Tinker School.

West Side School – 151-0314 PV

BOE Motion

Move that the Board of Education authorize the Chair of the Waterbury Board of Education and

the Superintendent of Waterbury Public Schools to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

Building Committee Motion

Move that the Building Committee authorize the Chair of the Building Committee to sign Form SCG-042-REQUEST FOR REVIEW OF FINAL PLANS for CT Department of Administrative Services (DAS) Project Number 151-0314 PV, so that Waterbury Public Schools may submit the Final Plans and professional cost estimate to the CT DAS Office of Grants Administration for their approval prior to commencement of construction of the rooftop solar photovoltaic project at West Side School.

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

CODE CONFORMITY CERTIFICATION

FORM SCG-3030

Director
Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, Connecticut 06103

Subject: State Project Number: 151-0314 PV

LEA: Waterbury Public Schools

Phase: 1 of 1

Facility Name: West Side Middle School

Local Health Department Jurisdiction: Waterbury Health Department

Pursuant to Section 10-292 of the Connecticut General Statutes, the final plans for any phase of a school building project as provided in CGS Section 10-291 must be in conformance with state codes, statutes, regulations and to federal laws. The following documents are attached (mark boxes "x", as appropriate):

Attached	N/A	
☐	☒	ICC Code Review Checklist completed by Local Official or Third-party reviewer
☐	☒	Plan Review Record (PRR) by Local Officials or Third-party reviewer
☐	☒	Design Professional's response to PRR with Local Officials acceptance
☐	☒	Approved Code Modifications
☐	☒	Second copy of Code/Egress/Site drawings for OSCG&R file
☒	☐	Final Construction documents for OSCG&R review

We, the undersigned, have reviewed the construction documents (drawings and project manuals) for the above referenced school building project (the Project) dated 3/9/2026. As confirmation of our review in accordance with OSCG&R Guidelines and Plan Review checklists, we have signed and dated the cover page of the project's drawings and manuals. As it relates to my specific jurisdiction, and to the best of my knowledge, information, and belief, the review has determined the project's construction documents appear to be in compliance with the current Connecticut State Building Code, Fire Safety Code, State Fire Prevention Code, Connecticut Department of Public Health Regulations, Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act (ADA) of 1990, and OSHA requirements.

Building Official:

Frank Baker _____ Signature: _____ Date: _____
(Print Name):

Fire Marshal:

Tom Fitzgerald _____ Signature: _____ Date: _____
(Print Name):

Section 504 Official:

Mike Konopka _____ Signature: _____ Date: _____
(Print Name):

Health Inspector:

Richard Lee _____ Signature: _____ Date: _____
(Print Name):

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME:	FACILITY NAME AND ADDRESS:	STATE PROJECT NUMBER:
Waterbury Public Schools	West Side Middle School 483 Chase Pkwy, Waterbury, CT 06708	151-0314 PV
		PHASE NUMBER: 1

Estimated date* to begin construction July 6, 2026 Estimated date to complete construction October 1, 2026

*** NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.**

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	6 / 18 / 2026	/ /
School Building Committee	6 / 4 / 2026	/ /

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated 3/9/2026, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated 5/27/2026, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print) | Signature | Date**

For the School Building Committee:

Chairperson's Name (Type or print) | Signature | Date**

**** Signature dates cannot precede the date on the submitted plans.**

For the Project Architect/Engineering Firm:

CSW Energy (Firm Name (Type or print)) | Signature | (845) 551-7881 (Telephone No.)

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print) | Signature | Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER $10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0314 PV

Project Name: West Side Middle School

Name of Contact Person:	Telephone:	Date:
Chris Palmer, CSW Energy	(845) 551-7881	5/29/2026

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable building codes.

Local Building Official's Name | Signature | Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name | Signature | Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable health codes.

Local Health Official's Name | Signature | Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated 3/9/2026 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name | Signature | Date

NOTES:

1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE

2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.

3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

#3

WATERBURY
PUBLIC SCHOOLS

2026
WPS Summer Learning Programs

Extended Academic Support K – 4 Program

District-wide program based on EOY Reading Levels

Serving grades K - 4

July 6 - July 30

8:00 - 12:30

Monday - Thursday

Breakfast and lunch provided



WATERBURY
PUBLIC SCHOOLS

EXTENDED ACADEMIC SUPPORT SITES

Carrington	Duggan	Gilmartin	Reed	Wendell Cross
Carrington	Duggan	Gilmartin	Reed	Wendell Cross
Driggs	Roberto Clemente	Hopeville	Bucks Hill	Generali
Sprague	Tinker	Chase	Walsh	Wendell Cross Essential Skills
Bunker Hill	Washington	Academic Academy	Regan	Generali Autism
Carrington Essential Skills		SCOPE	Wilson	Bucks Hill CBL Autism
			Kingsbury	
			Reed Essential Skills	

WATERBURY PUBLIC SCHOOLS

Middle School Retrieval Program

District-wide program for grade retrieval

Serving grades 6-8

July 6 - July 30, 2026

Monday - Thursday

8:00 am - 12:00 pm

Breakfast and lunch provided



Location - Wilby High School
NEMS
WAMS
WMS
WSMS
Academic Academy (6-8)
All PreK-8 (6-8)

WATERBURY PUBLIC SCHOOLS

High School Retrieval Program

Location - WAMS
Crosby
Kennedy
WAMS
WCA
Wilby

Credit retrieval

Serving grades 9-12

July 6 - July 31, 2026

Monday - Thursday

8:00 am - 10:00 pm

10:00 am - 12:00 pm



WATERBURY PUBLIC SCHOOLS

Special Education Programs

Pre-Kindergarten Extended School Year





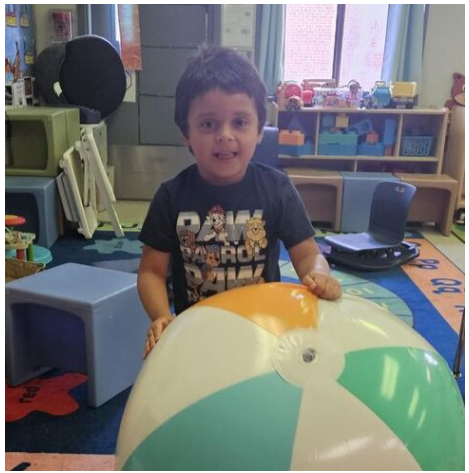
Location: Buck's Hill Annex

All ESY PK students

July 6 - July 30

Monday - Thursday

AM Session: 8:00 am - 10:30 am
Breakfast provided
PM Session: 11:00 am - 1:30 pm
Lunch provided



WATERBURY
PUBLIC SCHOOLS

Special Education Programs

North End MS Site
BDLC
Scope
MS/HS Essential Skills
CBT
Grade 5-12 Resource
July 6 - July 30, 2026 Monday - Thursday 7:30 am - 11:30 am

North End/Wilby Autism Site Classroom(s)
North End Autism
Wilby Autism
July 6 - July 31, 2026 Monday - Friday 7:30 am - 1:00 pm

Breakfast and lunch provided

WATERBURY PUBLIC SCHOOLS

Magnet School Programs

Maloney	**Rotella**	**Waterbury Arts**
Summer School Program	Academic Support	Encore Program
July 6 - July 30, 2026 Monday - Thursday 8:30 am - 11:30 am	**July 6 - July 30, 2026** Monday - Thursday 8:00 am - 12:30 pm	**June 22 - July 2, 2026** **(No program July 3)** Monday - Friday 8:00 am - 12:00 pm
Breakfast provided	Breakfast and lunch provided	

WATERBURY PUBLIC SCHOOLS

WATERBURY
PUBLIC SCHOOLS

2026
WPS Summer Learning Programs

Extended Academic Support K – 4 Program

District-wide program based on EOY Reading Levels

Serving grades K - 4

July 6 - July 30

8:00 - 12:30

Monday - Thursday

Breakfast and lunch provided



WATERBURY
PUBLIC SCHOOLS

EXTENDED ACADEMIC SUPPORT SITES

Carrington	Duggan	Gilmartin	Reed	Wendell Cross
Carrington	Duggan	Gilmartin	Reed	Wendell Cross
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Sprague	Tinker	Chase	Walsh	Wendell Cross Essential Skills
Bunker Hill	Washington	Academic Academy	Regan	Generali Autism
Carrington Essential Skills		SCOPE	Wilson	Bucks Hill CBL Autism
			Kingsbury	
			Reed Essential Skills	

WATERBURY PUBLIC SCHOOLS

Middle School Retrieval Program

District-wide program for grade retrieval

Serving grades 6-8

July 6 - July 30, 2026

Monday - Thursday

8:00 am - 12:00 pm

Breakfast and lunch provided



Location - Wilby High School
NEMS
WAMS
WMS
WSMS
Academic Academy (6-8)
All PreK-8 (6-8)

WATERBURY PUBLIC SCHOOLS

High School Retrieval Program

Location - WAMS
Crosby
Kennedy
WAMS
WCA
Wilby

Credit retrieval

Serving grades 9-12

July 6 - July 31, 2026

Monday - Thursday

8:00 am - 10:00 pm

10:00 am - 12:00 pm



WATERBURY PUBLIC SCHOOLS

Special Education Programs

Pre-Kindergarten Extended School Year





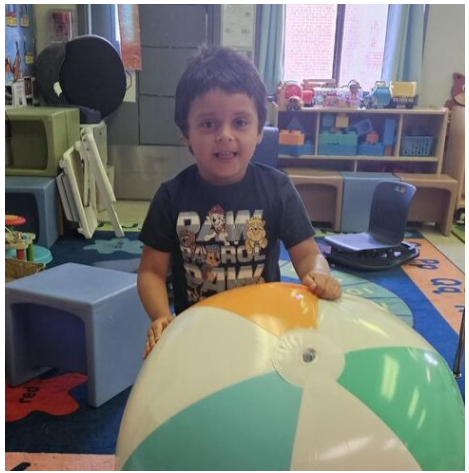
Location: Buck's Hill Annex

All ESY PK students

July 6 - July 30

Monday - Thursday

AM Session: 8:00 am - 10:30 am
Breakfast provided
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Lunch provided



WATERBURY
PUBLIC SCHOOLS

Special Education Programs

North End MS Site
BDLC
Scope
MS/HS Essential Skills
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North End Autism
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WATERBURY PUBLIC SCHOOLS

Magnet School Programs

Maloney	**Rotella**	**Waterbury Arts**
Summer School Program	Academic Support	Encore Program
July 6 - July 30, 2026 Monday - Thursday 8:30 am - 11:30 am	**July 6 - July 30, 2026** Monday - Thursday 8:00 am - 12:30 pm	**June 22 - July 2, 2026** **(No program July 3)** Monday - Friday 8:00 am - 12:00 pm
Breakfast provided	Breakfast and lunch provided	

WATERBURY PUBLIC SCHOOLS

#5

Sandra Romero
Family Community Engagement Manager
(203) 346-3520
sandra.romero@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: May 28 2026

RE: Executive Summary

EXECUTIVE SUMMARY

Waterbury Public Schools requests approval to enter into an agreement with New Opportunities, Inc. Retired & Senior Volunteer Program (RSVP).

AmeriCorps Seniors is an independent federal grant-making agency whose mission is to engage Americans age 55 and older in volunteer service to address critical community needs.

Through the Retired & Senior Volunteer Program, eligible older adults provide valuable volunteer services that support schools, students, and the broader community. Volunteers contribute their time, experience, and skills in ways that strengthen student support and enhance community engagement throughout the district.

These services provide meaningful support to Waterbury Public Schools at no cost to the district.

With your approval, Waterbury Public Schools would like to move forward with finalizing the agreement with New Opportunities, Inc. Retired & Senior Volunteer Program.

Sincerely,
Sandra Romero, MSW
Family and Community Engagement Manager

NEW OPPORTUNITIES, INC.

Building Relationships to End Poverty

New Opportunities RSVP Offices:
232 North Elm Street, Waterbury, CT 06702
203.575.4245 ~ 203.575.4318 (fax)
62 Commercial Blvd., Torrington, CT 06790
860.482.9749 Ext. 617

MEMORANDUM OF UNDERSTANDING

New Opportunities Inc. Retired & Senior Volunteer Program (RSVP)
&
City of Waterbury, Waterbury Public Schools
236 Grand St, Waterbury, CT 06702.

This Memorandum of Understanding (MOU) contains Basic Provisions which will guide the working relationship between both parties stated above, and that.

The **New Opportunities RSVP** representative who will serve as liaison with **Waterbury Public Schools** is**:** Natlee Griffiths, Director of Retired & Senior Volunteer Program. 203-575-4245: ngriffiths@newoppinc.org and Karen Stevens, America Reads with RSVP Volunteer Coordinator: 860-482-9749 Ext. 617 kstevens@newoppinc.org.

The **Waterbury Public School** representative who will serve as liaison with **New Opportunities RSVP** is: Name: Sandra Romero Title: Family and Community Engagement Manager
Telephone: 203-346-3511 Email: Sandra.Romero@waterbury.k12.ct.us

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

Signatures. By signing this MOU, the Volunteer Station, through its authorized representative, self-certifies that it is a Public or Private Non-Profit, Proprietary Health Care Agency, or Governmental Agency, and meets the requirements necessary to be an AmeriCorps Seniors RSVP Station. This MOU will be in effect, upon dated signatures of the Station's Representative and the New Opportunities Inc. RSVP representative,
from August 1, 2026 through June 30, 2029.

Paul K. Pernerewski, Jr, Mayor		
City of Waterbury Signature	*Signature*	*Date*
Omar Andujar		
Acting President/CEO	*Signature*	*Date*

*** Please complete information for each school on page 6 ***

MEMORANDOM OF UNDERSTANDING BASIC PROVISIONS

AmeriCorps Seniors is an independent, federal grant-making government agency whose mission is to engage Americans 55 years and older in volunteer service to meet critical community needs. RSVP volunteers submit to a background check. RSVP is sponsored locally by New Opportunities, Inc.

RSVP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.

New Opportunities, Inc. RSVP will:

1. Recruit, interview, select, and enroll volunteers age 55 or older in the program who meet the criteria in the AmeriCorps Seniors RSVP Federal Regulations.
2. Conduct and document a Criminal History check and National Sex Offender Registry check for all volunteers.
3. Refer volunteers to the station for orientation and on-site training. Permit and encourage the volunteer station to screen volunteers pursuant to established criteria of volunteer station.
4. Conduct pre-service RSVP orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of timesheets and the AmeriCorps Seniors RSVP procedures.
6. Furnish the volunteer station with all forms necessary to provide RSVP with documentation of monthly volunteer activities and hours served. The monthly volunteer report form will be updated as necessary to reflect the addition or deletion of individual volunteers.
7. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors RSVP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
8. If necessary, and in cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
    - Arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors RSVP.
    - Cooperate in a review of RSVP services if requested.
9. Arrange for an annual RSVP volunteer recognition event. Donations will be solicited from the volunteer station to assist with the recognition but volunteer stations are not required to provide funds.
10. If applicable, reimburse volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors RSVP policies and availability of funds.
11. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
12. Periodically monitor volunteer activity at the volunteer station to assess and/or discuss needs of volunteers and the volunteer station.
13. Provide IDs for volunteers if not provided by the stations.

The Volunteer Station will:

1. Volunteers recruited by the station for RSVP assignments will be referred to RSVP staff for enrollment and RSVP policy training.
2. If required, perform and pay for additional background checks or other security screening.
3. Implement orientation, in-service instruction and/or site specific or special training (i.e. confidentiality training) to the volunteers as needed. Each volunteer will receive a schedule and detailed job description.
4. Furnish volunteers with material required for assignment. These materials may include station uniform and/or station photo ID.
5. Provide supervision of volunteer on assignment. If applicable, assure that America Reads RSVP volunteers are designated an appropriate tutoring space so they are not left alone with children (i.e. in library, classroom, hallway, etc.).
6. Assure adequate health and safety provisions for all volunteers.
7. Investigate and report any accidents and injuries involving AmeriCorps Senior Volunteer in RSVP immediately to New Opportunities, Inc. RSVP Director. All reports shall be submitted in writing within 48 hours.
8. Specify, either by written information or verbally, that RSVP volunteers are participants in your station during publicity opportunities featuring such volunteers.
   - Display an AmeriCorps Seniors placard where it may be viewed by the public.
9. **Assist with Plans and Reports:**
   - Outcome Measures: Assess volunteer impact on community needs through relevant information and/or documentation on the outcome of volunteer service hours in the volunteer stations' specific area of expertise.
   - Timesheets**:** Validate and send volunteer hours on a monthly basis on or the last day of the month (insurance coverage for volunteers is only effective with verified records of hours served).
   - In-Kind Donations: Provide documentation of in-kind contributions (meals, training expenses, supplies, etc.) that will benefit RSVP volunteers in their service at the station.

   Please note: Financial support is not a pre-condition for obtaining volunteer services.

Other Provisions:

1. **Separation from Volunteer Service**: The Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Station or from the RSVP at any time. The RSVP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.

2. **Religious/Political Activities**: While the AmeriCorps Seniors Volunteers are on duty, the Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that RSVP volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role.
4. **Compensation:** Neither the station nor RSVP will request or receive compensation from the beneficiaries of RSVP volunteers. Volunteers will not receive a fee for service from beneficiaries or their family members/legal guardians.
5. **Accessibility and Reasonable Accommodation**: The Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. **Prohibition of Discrimination:** The Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, age, religion, sexual orientation, disability, political affiliation, marital or parental status, or military service.
7. **Union Activities:** RSVP and its volunteers are prohibited from participating in any labor or anti-labor activities.
8. Insurance: RSVP agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. RSVP shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

    1.1. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and $2,000,000.00 Products and completed operations aggregate.

    1.2. Automobile Liability Insurance in the amount of $1,000,000.00 combined single limit each accident for any auto, all owned and hired autos.

    1.3. Worker's Compensation Insurance at statutory limits for Employer Liability (EL), $1,000,000.00 EL each accident, $1,000,000.00 EL disease each employee, $1,000,000.00 EL disease policy limits.

    1.4. Excess/Umbrella Liability Insurance in the amount of $1,000,000.00 each occurrence and $1,000,000.00 aggregate.

    1.5. Abuse/Molestation Liability Insurance in the amount of $1,000,000.00 each occurrence, and $1,000,000.00 aggregate.

9. City of Waterbury Required Provisions:

City of Waterburvs Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding,
Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the

of6

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 39, click on "TITLE Ill: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

Prohibition Against Gratuities and Kickbacks (539.042 of City's Code of Ordinances)

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

Prohibition Against Contingency Fees (539.47 of CitVs Code of Ordinances). The Signatories to this MOU 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.

Force Maieure. 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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) 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 MOU.

Please complete School Information on next page. Thank you.

Please complete for each school:

School Information / Volunteer Supervisor authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports /evaluations:

Authorized Volunteer Supervisor Name/Title	School Name /Address	
Email	Telephone	Date

Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations.

Signature	*Printed Name & Title*	*Date*
Email	*Telephone*	

Signature	*Printed Name & Title*	*Date*
Email	*Telephone*	

Sandra Romero
Family Community Engagement Manager
(203) 346-3520
sandra.romero@waterbury.k12.ct.us

#6

MEMORANDUM

TO: Board of Education

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: May 28 2026

RE: Executive Summary

EXECUTIVE SUMMARY

Waterbury Public Schools requests approval to enter into an agreement with New Opportunities – AmeriCorps Seniors Foster Grandparent Program.

The AmeriCorps Seniors Foster Grandparent Program provides volunteer opportunities for eligible older adults to serve as role models, mentors, and friends to children with special or exceptional needs, as well as children facing circumstances that may limit their academic, social, or emotional development.

Through this partnership, Foster Grandparent volunteers will support students by providing individualized attention, encouragement, and positive relationships that contribute to student success and overall well-being.

These services provide meaningful support to students and schools while strengthening community engagement throughout the district.

With your approval, Waterbury Public Schools would like to move forward with finalizing the agreement with New Opportunities – AmeriCorps Seniors Foster Grandparent Program.

Sincerely,
Sandra Romero, MSW
Family and Community Engagement Manager

NEW OPPORTUNITIES, INC.

Building Relationships to End Poverty

FOSTER GRANDPARENT PROGRAM

232 N. Elm Street, 3rd Floor, Waterbury, CT 06702

Tel: 203-575-4220 Fax: 203-575-4318

AmeriCorps Seniors

MEMORANDUM OF UNDERSTANDING

New Opportunities Foster Grandparent Program
&
Waterbury Public Schools
236 Grand Street, Waterbury, CT 06702

It is agreed that the attached Basic Provisions of this Memorandum of Understanding will guide the working relationship between both parties stated above, and that:

The **New Opportunities FGP** representative who will serve as liaison with **Waterbury Public Schools** is:

Name: Nelson Villanueva Martinez *Title:* FGP Director *Telephone:* 203-575-4220 *Email: nvillanueva-martinez@NewOppInc.org*

The **Waterbury Public Schools** representative who will serve as liaison with **New Opportunities FGP** is:

Name: Sandra Romero *Title: Family and Community Engagement Manager Telephone: 203 346-3511 Email: Sandra.Romero@waterbury.k12.ct.us*

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed at least every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

Signatures. By signing this MOU, the City of Waterbury ("City or Volunteer Station") certifies that it is a Governmental Agency and meets the requirements necessary to be an AmeriCorps Seniors Foster Grandparent Station. This MOU will be in effect from the date of execution by the Mayor of Waterbury through **July 31, 2029.**

	Paul K. Pernerewski, Jr, Mayor	
City of Waterbury	Printed Name	*Date*
	Omar Andujar Acting Pr*esident/CEO*	
New Opportunities, Inc.	*Printed Name*	*Date*

Please complete information for each school on Page 5

MEMORANDUM OF UNDERSTANDING BASIC PROVISIONS

Since 1965, the AmeriCorps Seniors Foster Grandparent Program has offered volunteer opportunities for eligible adults to serve as role models, mentors, and friends to children with special and exceptional needs, or who are in circumstances that limit their academic, social, or emotional development.

AmeriCorps Senior FGP volunteers must be age 55 or older, be available to serve from 5 to 40 hours a week, and meet established income eligibility guidelines in order to receive an hourly stipend. Potential volunteers must also submit to criminal record investigations, fingerprinting, and other background checks and/or medical releases as applicable.

FGP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.

New Opportunities, Inc. Foster Grandparent Program will:

1. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
2. Conduct and document a criminal history check for all volunteers in accordance with the requirements established for a National Service Criminal History Check by the AmeriCorps.
3. Refer volunteers to the Station. Permit and encourage the Volunteer Station to screen volunteers pursuant to established criteria of Volunteer Station.
4. Conduct pre-service orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
6. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
7. In cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
    - Arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors FGP.
    - Cooperate in a review of FGP services if requested.
8. Arrange for an annual FGP volunteer recognition event. Donations will be solicited from the volunteer station to assist with the recognition but volunteer stations are not required to provide funds.
9. Reimburse volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors FGP policies and availability of funds.
10. Arrange with the Station for meals and/or snacks, whenever possible, for volunteers on assignment.
11. Provide photo identification for volunteers if not provided by the Station.
12. Arrange for physical exams or completion of medical release forms if applicable.
13. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
14. Periodically monitor volunteer activity at the volunteer station to assess and/or discuss needs of volunteers and the volunteer station.

The Volunteer Station will:

1. Assign children with designated special or exceptional needs to each volunteer.
2. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
3. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
4. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.

5. Furnish volunteers with materials required for assignment. These materials may include a station uniform and/or photo I.D. Please note that FGP volunteers are issued a red "Foster Grandparent" vest.
6. Assure adequate health and safety provisions for all volunteers.
7. Investigate and report any accidents and injuries involving FGP volunteers immediately to New Opportunities, Inc. Foster Grandparent Program. All reports shall be submitted in writing within 48 hours of the incident.
8. Specify, either by written information or verbally, that FGP volunteers are participants in the Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
9. **Plans and Reports:**
   - Child Assignment Plan: The Station staff will complete a Child Assignment Plan (template provided by the sponsor) for each volunteer and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served (an anonymous identifier is acceptable), the need(s) of each identified child, and the role and activities of the volunteer. This plan is to be developed for use by and for the benefit of the volunteer, and to show the impact of the assignment.
   - Timesheets**:** Report volunteer hours on a monthly basis on or before 5th of the following month (Insurance coverage is only effective with verified records of hours served.)
   - Progress Reports: Stations are requested to complete a short bi-annual survey provided by AmeriCorps Seniors FGP documenting the impacts of services provided by volunteers.
   - Volunteer Performance Evaluations: For each assigned volunteer, Stations are required to complete an annual performance evaluation using the template provided by the sponsor.
10. AmeriCorps Seniors FGP must meet a local match of 10% through in-kind and/or cash contributions. Please complete the Pledge amounts below and ensure that the value of the meals, other in-kind donations, and/or cash contributions are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

In-Kind Donations (per volunteer):

Value of a daily meal: $ 5.75

Value of a daily snack: $ 2.10

Other Provisions

1. **Separation from Volunteer Service**: The Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Station or from the FGP at any time. The FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities**: While the AmeriCorps Seniors volunteers are on duty, the Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that AmeriCorps Seniors volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with the children.
4. **Compensation:** Neither the station nor FGP will request or receive compensation from the beneficiaries of FGP volunteers. Volunteers will not receive a fee for service from beneficiaries, family members or their legal guardian.
5. **Accessibility and Reasonable Accommodation**: The Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.

6. **Prohibition of Discrimination:** The Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.

7. **Termination of MOU**: This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three years by the Parties.

8. **City of Waterbury Required Provisions**:

City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The Signatories to this MOU 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.

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: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) 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 MOU.

Insurance: RSVP agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. RSVP shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education are

listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

1.1. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and $2,000,000.00 Products and completed operations aggregate.

1.2. Automobile Liability Insurance in the amount of $1,000,000.00 combined single limit each accident for any auto, all owned and hired autos.

1.3. Worker's Compensation Insurance at statutory limits for Employer Liability (EL), $1,000,000.00 EL each accident, $1,000,000.00 EL disease each employee, $1,000,000.00 EL disease policy limits.

1.4. Excess/Umbrella Liability Insurance in the amount of $1,000,000.00 each occurrence and $1,000,000.00 aggregate.

1.5 Abuse/Molestation Liability Insurance in the amount of $1,000,000.00 each occurrence, and $1,000,000.00 aggregate.

Please complete for each school:

School Information / Volunteer Supervisor authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

Authorized Volunteer Supervisor Signature/Title	*School Name / Address*

Email	*Telephone*	*Date*

Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations:

Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\New Opportunities, Inc. - MOU Foster Grandparent Program CRT21-453\Final Documents\Final for Submission to BOE.docx

WATERBURY
PUBLIC SCHOOLS

#7

Quineshia Brown-Coles
Family Community Engagement Manager
(203) 346-3520
Quineshia.brown@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: May 28 2026

RE: Executive Summary

EXECUTIVE SUMMARY

Waterbury Public Schools requests approval to enter into a Memorandum of Understanding (MOU) with the State Education Resource Center (SERC).

Through this partnership, SERC will provide informational sessions and technical assistance for Family Liaisons focused on Prevention Center resources and universal substance use prevention science. In addition, SERC will offer support related to mental health and prevention best practices, implementation efforts, and strategies for addressing barriers to implementation, including supports for multilingual learners.

SERC will also assist with the evaluation process through participation in team meetings with Prevention Center staff and/or members of the DMHAS Resource Links.

SERC provides unique, high-quality services that will support the professional development of district staff. Their expertise is rooted in delivering tools and resources that strengthen family engagement across the district. These services will be provided at no cost to the district.

With your approval, Waterbury Public Schools would like to move forward with finalizing the Memorandum of Understanding with SERC.

Sincerely,
Sandra Romero
Sandra Romero, MSW
Family and Community Engagement Manager

STATE EDUCATION RESOURCE CENTER
MEMORANDUM OF UNDERSTANDING

WHEREAS, the State Education Resource Center (hereinafter SERC) is in partnership with the Department of Mental Health and Addiction Services (hereinafter DMHAS) geared toward establishing centralized sources for educators, students, families, organizations, and communities to find the most current information and services related to substance use prevention in our youth.

WHEREAS, Waterbury Public Schools, more specifically, the Waterbury Public Schools Welcome Center ("The Center") has agreed to participate in activities designed to provide prevention support to the surrounding community;

NOW, THEREFORE, SERC and the Center agree to the following stipulations in order to achieve their respective, related outcomes.

I. **PARTIES**: The Parties to this Memorandum of Understanding (MOU) are the State Education Resource Center with an address in Waterbury, CT and Waterbury Public Schools, located at 236 Grand Street Waterbury, CT 06702 (the District).

II. **PURPOSE**: The purpose of this MOU is to support Waterbury Public Schools Welcome Center in implementation of their youth prevention efforts.

III. **TERM OF AGREEMENT**: The term of this MOU is upon execution through April 30, 2027.

IV. **RESPONSIBILITIES**:

A. The Center will:

i. Participate in Informational Sessions and Technical Assistance for Family Liaisons around Prevention Center resources and Universal Substance Use Prevention Science and Planning

ii. Participate in Support/TA identified as needed around Mental Health / Prevention best practices and Family Engagement, including focus on multilingual learners.

iii. Participate in Evaluation process through team meetings with Prevention Center staff and or members of the DMHAS Resource Links.

iv. Collect and share participant attendance data.

B. SERC will:

i. Provide Informational Sessions for Family Liaisons around Prevention Center resources and Universal Substance Use Prevention Science and Planning.

ii. Provide support around MH / prevention best practices, implementation efforts and removing barriers to implementation.

iii. Collect and share participant information/data

iv. Provide Support/TA around Family Engagement, including focus on multilingual learners.

V. **FUNDING**: No funds or costs are associated with this MOU.

VI. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or The District with a fifteen (15) calendar day prior written notice.

VII. **LIABILITIES OF THE PARTIES:** The District shall be solely responsible for any act or omission of The District, including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOU. The District further agrees that SERC, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by The District, including its officers, agents, employees, and independent contractors arising from this MOU.

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

VIII. **NOTICES:** Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOU. Wherever under this MOU one party is required to give notice to the other, such notice shall be deemed given delivery, email sufficient with a read receipt requested. Notices shall be addressed as follows:

If to The District: Waterbury Public Schools Welcome Center, 185 South Main Street, Waterbury CT 06702
Attn: Sandra Romero, sandra.romero@waterbury.k12.ct.us
If to SERC: 175 Union Street, Waterbury, CT 06706
Attn: Bianca Irizarry, birizarry@ctserc.org

Either party may change its address for purposes of this paragraph by written notice. Copies of correspondence related to any modification, amendment, extension, or termination of this MOU, or any other legal matter, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, 175 Union Street, Waterbury, CT 06706 weaver@ctserc.org.

IX. **AUTHORIZATION:** By signing below, all parties represent that they are authorized to execute this MOU and are bound to all terms of the MOU, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOU or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOU by their duly authorized representatives. By signing this MOU the parties signify that each understands and will comply with the conditions stated herein. The District represents that it is free to enter into this MOU and that this engagement does not violate the terms of any agreement between The District and any third party.

X. **APPLICABLE LAW:** This MOU shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and The District shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOU and which in any manner affect the work or its conduct.

XI. **MERGER:** This MOU shall not be terminated by the merger or consolidation of SERC or The District into or with any other entity.

XII. **ATTACHMENTS:** Appendix 1 "Ethics and Conflicts of Interest" is hereby incorporated by reference and made a part of this MOU.

XIII. **ENTIRE UNDERSTANDING:** This MOU and any appendices or exhibits referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. The terms of this MOU may be modified only upon a written amendment agreement executed by all parties to this MOU.

XIV. **HEADINGS:** Section headings are parts of this MOU but are not intended to be a full and accurate description of the contents hereof.

XV. **WAIVER:** The failure of either party to require performance by the other party of any provision of this MOU shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this MOU be taken or held to be a waiver of the provision itself.

XVI. **ASSIGNMENT:** The District and The Center shall not assign any of its rights under this MOU or delegate the performance of any of its duties hereunder, without the prior written consent of SERC.

XVII. **SEVERABILITY:** The provisions of this MOU are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

XVIII. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOU, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOU shall nevertheless remain in full force and effect.

XIX. **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

XX. **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOU or its interpretation between SERC and The District shall be resolved in Connecticut by binding arbitration under this Arbitration section and the Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held at SERC's offices in Waterbury, CT or in another place and format agreed upon by the parties. The arbitration will be conducted by an arbitrator that is knowledgeable with respect to the education profession. SERC and The District will agree upon and select one (1) arbitrator together. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOU.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the

arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential.

[SIGNATURE PAGE FOLLOWS]

Should you have questions regarding the signing process, please contact Holly King at king@ctserc.org.

All correspondence and communication to SERC regarding this engagement should be directed to Bianca Irizarry, birizarry@ctserc.org.

The parties named below have authority to enter into this Agreement. Both parties have read, understand, and fully agree with all terms and execute this Agreement as set forth below:

Waterbury Public Schools

Signature: _____ Date: _____
By: Dr. Darren M. Schwartz, Superintendent of Schools

City of Waterbury

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

SERC:



SERC's Agent

Date 5/29/26

175 Union Street
Waterbury, CT 06706
(860) 632-1485

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.

Office Use Only

SC	*n/a*	*GL*	*n/a*	*CC*	*6058-00*	*PC*	*7615*

Appendix 1

Ethics and Conflicts of Interests

1. **Interest of City Officials**

1.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

2. **Prohibition Against Gratuities and Kickbacks**

2.1 No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

2.3 Upon 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 thereunder, 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.

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

3. **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.

WATERBURY
PUBLIC SCHOOLS

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

To: Honorable Board of Education

From: Jaclyn Davis, Director of Climate and Student Supports

Date: June 2, 2026

Subject: Learner Engagement and Attendance Program (LEAP) Grant FY 2026-2027

Dear President Brown and Board of Education Commissioners:

The Connecticut State Department of Education (CSDE), Office of Student Supports, announced on May 27, 2026, a competitive funding opportunity through the Learner Engagement and Attendance Program (LEAP) for the 2026-2027 school year. Waterbury Public Schools is a past participant in the LEAP initiative and has utilized this funding to support students experiencing chronic absenteeism by strengthening family engagement and conducting relationship-based home visits.

LEAP is Connecticut's research-based home visitation model designed to improve attendance and student engagement by building trusting partnerships between schools and families. Over the course of our current grant implementation, Waterbury Public Schools has successfully integrated LEAP into our Multi-Tiered System of Supports (MTSS) and attendance improvement framework. The continuation of this funding will allow the district to sustain these efforts while expanding services to reach additional students and families who continue to face barriers to attendance.

The proposed FY 2026-2027 grant application will focus on strengthening and scaling the district's existing LEAP infrastructure through:

- Continued implementation of home visits for students identified as chronically absent or at risk of chronic absenteeism
- Enhanced coordination between attendance teams, schools, and community partners
- Ongoing professional development and coaching for staff conducting home visits
- Increased capacity to identify, address, and remove non-academic barriers that interfere with regular school attendance and student engagement.

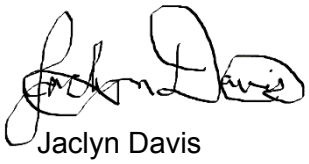
The grant award period is July 1, 2026, through June 30, 2027. Based on current chronic absenteeism data, Waterbury Public Schools is eligible to apply for funding as a large district implementation and may request funding between $400,001 and $500,000. Grant funds may support personnel costs, home visitation activities, staff training, family engagement resources, and other allowable expenditures directly aligned with LEAP program requirements.

The application is due to the Connecticut State Department of Education on July 8, 2026. No local matching funds are required. The final funding request will be developed in collaboration with district leadership and aligned with the district's demonstrated need, implementation capacity, and strategic goals related to attendance improvement and family engagement.

I will continue working with district staff to prepare a competitive application that highlights Waterbury's successful implementation of LEAP, demonstrates measurable impact on student attendance and engagement, and outlines a plan for expanding services to support additional students and families during the 2026-2027 school year. Additional information regarding the proposed project and budget will be provided in the accompanying Grant Highlights document.

Local Board approval is required to submit this application. Therefore, I respectfully request your permission to apply for continued funding through the Learner Engagement and Attendance Program (LEAP) Grant for the 2026-2027 grant period.

Respectfully submitted,



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

Learner Engagement and Attendance Program (LEAP)
CT State Department of Education (CSDE)
Office of Student Supports – Bureau of Health/Nutrition and Family Services
May 27, 2026

Grant Highlights

Program Purpose:
The purpose of the Learner Engagement and Attendance Program (LEAP) is to support local education agencies in implementing a relationship-based home visiting model designed to reduce chronic absenteeism, strengthen family-school partnerships, address non-academic barriers to attendance, and improve student engagement and success.

Eligible Applicants:
Eligible applicants include Connecticut public school districts.

Grant Period:
July 1, 2026 – June 30, 2027

Grant Amount:
Funding amounts vary based on district size, chronic absenteeism rates, implementation scope, and demonstrated need.
Estimated funding levels include:

- Pilot/One School Implementation: Up to $125,000
- Small District: $125,001–$200,000
- Mid-Size District: $200,001–$400,000
- Large District (: $400,001–$500,000

Matching Funds:
None required.

Application Deadline:
July 8, 2026

Program Description:
This is a competitive grant program designed to support implementation of Connecticut's evidence-informed LEAP home visiting model.
Key program requirements include:

- Delivery of voluntary, relationship-based home visits conducted by trained staff.

- Implementation as a Tier II attendance intervention within a district's Multi-Tiered System of Supports (MTSS).
- Use of a two-person home visit model.
- Multiple visits over time to build trust and address attendance barriers.
- Integration with District attendance teams.
- Ongoing staff training through the Connecticut Home Visit Hub.
- Use of state home visit data systems and required reporting.

Allowable Uses of Funds:
At least 85% of funds must support direct services. Allowable expenditures include:
- Staff salaries and benefits directly supporting LEAP implementation
- Home visitor stipends
- Mileage and travel associated with home visits
- Professional development and LEAP training
- Supplies and materials needed for home visits and family engagement
- Contracted services supporting implementation
- Family engagement and barrier-removal activities

Non-Allowable Uses:
Grant funds may not be used for:
- Residency verification activities
- Disciplinary enforcement
- Truancy enforcement
- Supplanting existing district-funded services
- Activities that are not directly tied to relationship-based home visiting

Waterbury Proposal:
Waterbury Public Schools will submit an application as an Existing LEAP District to continue and expand its districtwide attendance intervention efforts. Funding will support home visitors, family engagement activities, staff training, and coordinated attendance interventions designed to reduce chronic absenteeism among students with the greatest attendance challenges.

Budget:
Based on current chronic absenteeism data, Waterbury qualifies as a Large District Implementation and may request between $400,001 and $500,000.
The proposed budget will prioritize:

- Personnel costs for home visitors and program coordination
- Employee benefits
- Family engagement resources
- Professional development and required LEAP training
- Supplies and materials necessary to support relationship-based home visits

All budget expenditures will align with LEAP requirements that at least 85% of funds support direct services to students and families.

#9

WATERBURY PUBLIC SCHOOLS

Wendy Johns & Jaclyn Davis
Director of Pupil Services/ Director of Climate and Student Supports
(203) 574-8000
wendy.johns@waterbury.k12.ct.us; Jaclyn.Davis@waterbury.k12.ct.us

Date: June 1, 2026

To: Board of Education
Board of Alderman

From: Wendy Johns, Director of Pupil Services
Jaclyn Davis, Director of Climate and Student Supports

Subject: **Approval for a Memorandum of Understanding (MOU) between The City of Waterbury (Waterbury Public Schools) and Connecticut Junior Republic (CJR)**

The Pupil Services Department and the Department of Climate and Student Supports jointly request your approval of a Memorandum of Understanding (MOU) between The City of Waterbury (WPS) and Connecticut Junior Republic (CJR).

Purpose

The Pupil Services Department and the Department of Climate and Student Supports jointly request your approval of a Contract between the **City of Waterbury** (the "City") and **Connecticut Junior Republic Association, Inc.** (the "Contractor" or "CJR"), a private institution specializing and licensed in providing mental health services to children.

Project Overview

The Project consists of the provision of the **Waterbury Success Always Follows Education ("SAFE")** program and the **School-Based Clinic Program** for Waterbury Public School students exhibiting at-risk behaviors. Under the terms of the agreement, services will be provided at the sole discretion of the City and include, but are not limited to, the following core components:

- **Continuous Wrap-Around Services:** Program coordinators will collaborate with school staff to progress monitor students, provide support, and deliver wrap-around services to identified students and their families until the student graduates from high school.
- **Academic Support & Enrichment:** Student participants will attend an after-school academic support and enrichment program five days per week, as well as participate in a summer service-learning program.
- **Program Transportation:** Within its capacity, CJR agrees to provide transportation for students participating in the SAFE program from their district school to the after-school program, and back home after the program concludes. *The district will not provide and is under no obligation to provide transportation for student participants.*
- **Behavioral Health Clinicians:** The School-Based Clinician program will assign six (6) behavioral health clinicians to designated Waterbury Public Schools to provide individual,

WATERBURY PUBLIC SCHOOLS

Wendy Johns & Jaclyn Davis
Director of Pupil Services/ Director of Climate and Student Supports
(203) 574-8000
wendy.johns@waterbury.k12.ct.us; Jaclyn.Davis@waterbury.k12.ct.us

group, and family counseling to students identified in need by school personnel. Clinicians will support the following Waterbury Public schools: West Side Middle School, Kennedy High School, Wallace Middle School, Crosby High School, North End Middle School, and Wilby High School. Students are referred for clinician support by school personnel or on the request of the parent. Services are only provided after the intake process is completed, which requires the full participation of the parents/ guardians.

- **Program Space:** Dedicated program space will be utilized at 80 Prospect Street, Waterbury, for the SAFE Program.
- **Administrative Oversight:** A minimum of quarterly meetings will occur between the CJR Clinic Director, the CJR Director of Community Programs, and Waterbury Public Schools personnel.
- **Data-Driven Benchmarks:** Outcome data will track performance benchmarks, specifically focusing on achieving a direct line of decrease in behavioral referrals and an increase in student attendance measures.

Contract Parameters

- **Effective Date:** This agreement will become effective on the date signed by the Mayor.
- **Terms:** This is a no-cost agreement with The City of Waterbury for 2 years, with a termination date of June 30, 2028. There is an option, pending the continuation of funding, to extend the contract for an additional two years.

PROFESSIONAL SERVICES AGREEMENT
For
SAFE Program and School-Based Clinic Program
Between
The City of Waterbury, Connecticut
and
Connecticut Junior Republic Association, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Connecticut Junior Republic Association, Inc. a duly registered Connecticut domestic corporation with a principal place of business located at 550 Goshen Road, Litchfield, Connecticut (the "Contractor" or "CJR").

WHEREAS, Contractor is a private institution specializing and licensed in providing mental health services to children;

WHEREAS, the Contractor submitted a proposal to the City to provide a School-Based Clinic program and its Success Always Follows Education ("SAFE") program to Waterbury Public School students;

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, statues, 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 the Contractor shall provide, at the sole discretion of the City, of the Waterbury Success Always Follows Education ("SAFE") program and School Based Clinic Program for Waterbury Public School students exhibiting at-risk behaviors, including but not limited to the following:

1.1.1 Program coordinators will collaborate with school staff to progress monitor students, provide support, and wrap around services to the identified students and their families until the student graduates from high school

1.1.2 Student participants will attend an after school academic support and enrichment program, five days per week and participate in a summer service-learning

1.1.3 Within its capacity, CJR agrees to provide transportation for students participating in the SAFE program from the district school to the after-school program and home after the program concludes. The district will not provide and shall not be under any obligation to provide transportation for student participants in relation to their participation in the SAFE program.

1.1.4 School-based clinician program will assign six (6) behavioral health clinicians to designated Waterbury Public Schools to provide individual, group and family counseling to students identified in need by school personnel

1.1.5 Program space at 80 Prospect Street, Waterbury for the SAFE Program.

1.1.6 Minimum of quarterly meetings between CJR Clinic Director and CJR Director of Community Programs and Waterbury Public Schools Personnel

1.1.7 Data of program outcomes and benchmarks to include a direct line of a decrease in behavioral referrals and an increase in attendance measures

1.2. As further 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:

1.2.1. Contractor's Scope of Services, entitled "Scope of Services, Waterbury Public Schools & Connecticut Junior Republic (CJR)," consisting of two (2) pages, attached hereto;

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

1.2.3. Annual Statement of Financial Interests; Disclosure and Affidavit Re: Resolution, Non-Collusion Affidavit, as executed and provided by Consultant, incorporated herein by reference;

1.2.4. Certificate of Insurance, incorporated herein by reference;

1.2.5. Licenses, incorporated by reference.

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 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:

1.3.1. All applicable Federal, State, and local laws, regulations, charter and ordinances.
1.3.2. Any Amendments to this Contract
1.3.3. This Contract, consisting of 29 pages
1.3.4. Contractor's Scope of Services, consisting of 2 pages

2. Contractor Representations Regarding Qualification, Accreditation and Personal Services. 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. The services provided by the Contractor are deemed to be personal services. The Contractor shall assign to leadership positions those persons listed in Attachment A. The Contractor shall not make substantial changes to this team without the approval of the City. Should circumstances beyond the control of the Contractor result in changes to this team, the Contractor shall submit the credentials of the Contractor's proposed replacement team member for the City's approval, which approval shall not be unreasonably withheld. However, nothing in this clause shall be construed to limit the City's rights to terminate the Contract, as provide for in this Agreement. Termination by the City because of a change in the Project Team shall be deemed a justifiable Termination for Cause.

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

2.4 Student Data Requirements. 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 Provider.

2.4.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Provider 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 Provider. 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 Provider 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 Provider that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

2.4.3. 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 Provider receives a request to review Student Data in the Provider's possession directly from a student, parent, or guardian, the Provider agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Provider 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 Provider, and correct any erroneous information therein.

2.4.4. The Provider shall take actions designed to ensure the security and confidentiality of student data.

2.4.5. The Provider 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 Provider of a breach of Student Data, the Provider shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

2.4.9. 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.

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

2.5.1. Any and all materials contained in City of Waterbury student files that are entrusted to Provider or gathered by the Provider 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 Provider shall be used solely for the purposes of providing services under this Agreement.

2.5.2. Provider 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) Provider and City shall comply with the requirements of said statute and regulations, as amended from time to time and Provider 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, Provider has no authority to make disclosures of any information from education records.

2.5.3. The Provider shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Provider shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Provider's Administrator. The Provider's Administrator shall provide a list of providers identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

2.5.4. Each Party shall comply with all applicable federal, state and local laws and regulations pertaining to the confidentiality and privacy related to any protected health information (PHI) and any services or activities performed in relation to this Contract. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103) and agrees that it is subject to, and shall comply with provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

2.6. 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 Present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The 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. 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.

2.7. 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 all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the

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

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

3.7. Due Diligence Obligation. The 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 written reports bi-weekly to the City's designated representative 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 3.8(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. Each report shall be signed by Contractor's designated representative..

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

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 term of this Contract shall commence upon execution by the Mayor and shall terminate on June 30, 2028, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services, required under the Contract have been fully and completely provided. (Contract Time").

5.1 Option Period. The City reserves the right, upon confirmation that Consultant obtained the necessary funding to perform its responsibilities under this Agreement, and upon reasonable notice to the Consultant, to extend this Agreement, upon the same terms and conditions for one (1) two-year period:

5.1.1 Option Period One: July 1, 2028 – June 30, 2030

5.1. No Damage for Delay. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such a rate of progress as will insure full completion thereof within the contract time stated above. It is expressly understood and agreed, by and between the Consultant and City and 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 of the Consultant breaches the foregoing dates.

6. Compensation. The Contractor shall provide all of the goods and services set forth in this Contract at no cost to the City and as follows in this Section 6.

6.1. 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.

6.2. 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.

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, 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 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 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 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, always during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance:
$1,000,000.00 per occurrence,
$2,000,000.00 aggregate

$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (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: WC Statutory Limits
Employers' Liability (EL):
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.

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 and Workers Compensation insurances.

9.4.5 Professional Liability Insurance:
$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.4.6 Abuse/Molestation Liability:
$1,000,000.00 Each Occurrence
$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 and its Department of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the 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 the Waterbury Board of Education is listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Workers Compensation and Professional Liability as their interests may appear All policies shall include a Waiver of Subrogation except Professional Liability**". The City's request for proposal number must be shown on the certificate of insurance. The 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. Upon execution of this Agreement, t, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements, and riders.

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. 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 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, 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, 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. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not 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, but less any damages or costs incurred by the City because of such for cause termination.

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. To the degree that the Contractor's negligent conduct, failure to perform, or omissions results in damages to the City, the Contractor will be liable for those damages. Nothing in this Agreement shall relieve the Contractor of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

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

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. Regarding 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. 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 Work.

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 Contractor hereby assigns to the City, without reservation, all copyrights to all project related documents, models, photographs, and other expression created by the Contractor. Among those documents are certain "Instruments of Service", including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the City. Also, the City's obligation to pay the Contractor is expressly conditioned upon the Contractor's obtaining a valid written comprehensive assignment of copyrights from his Contractors in terms identical to those that obligate the Contractor to the City as expressed in this subparagraph, which copyrights the Contractor, in turn, hereby assigns to the City. The City, in return, hereby grants the Contractor a nonexclusive license to reproduce the document for purposes relating directly to the Contractor's performance of this Project, for the Contractor's archival records, and for the Contractor's reproduction of drawings and photographs in the Contractor's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the City in its reasonable discretion. No other project related documents may be reproduced for any other purpose without the express written permission of the

City in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Contractor. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Contractor or the commission by the Contractor of a tort or a crime potentially affecting the City or the Project. This nonexclusive license is granted to the Contractor alone and shall not be assigned by the Contractor to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Contractor's assignment of this nonexclusive license to another or his attempt to do so.

15. 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:

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

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

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

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

The 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. If the Contractor determines that services beyond the Project's scope are required, it shall notify the City in writing, stating the basis for that determination and the fees and expenses that the Contractor believes will be incurred by the City if the City authorizes such services. Under no circumstances will the City be obligated to compensate the Contractor or others for fees and expenses related to additional services unless the City has authorized the performance of such services in writing in advance. Upon receipt of such written notice, at the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, 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 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 changes NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the 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 document shall be used as a historical document. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical document is (i) Consultant's Scope of Services

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. The City may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the City. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the City shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Contractor hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The Contractor also agrees to prepare or modify all project related documents used or prepared by the Contractor, including, but not limited to, Agreements between Contractor and his Contractors, Agreement between the City and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Contractor and his Contractors to conform with this paragraph. The Contractor waives all objections to joinder of the Contractor as a party to any mediation, arbitration, or litigation related to this Project in which the City is joined or is otherwise positioned as a party and in which the Contractor's conduct or his performance of professional services is in any way relevant to the subject of a dispute.

Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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 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 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: Connecticut Junior Republic Association, Inc.
550 Goshen Road
Litchfield, CT 06759

City: The City of Waterbury
Attn: Education Department
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 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/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury Code of Ordinances Rev. 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

32.11. The 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 to Follow)

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

WITNESSES:

_____

_____

CITY OF WATERBURY

_____

By: Paul K. Pernerewski, Jr.
Its Mayor

Date: _____

WITNESSES:

Rachel Gillett



CONNECTICUT JUNIOR REPUBLIC ASSOCIATION, INC.

By: Patricia Shishkov
Patricia Shishkov
Its CFO

Date: 6/1/26

ATTACHMENT A

1. Consultant's Scope of Services, entitled "Scope of Services: Waterbury Public Schools & Connecticut Junior Republic (CJR)," consisting of two (2) pages.

Scope of Services: Waterbury Public Schools & Connecticut Junior Republic (CJR)

1. Program Overview

The Connecticut Junior Republic (CJR) shall provide comprehensive mental health and youth development services to the Waterbury Public Schools (WPS) district. The primary objective is to sustain and expand critical support systems for students, ensuring co ntinuity of care and fostering academic success through integrated clinical and after -school programming.

2. Term of Service

- **Duration:** Two (2) Year Agreement.
- **Cost:** All services described herein shall be provided at no cost to the City of Waterbury and Waterbury Public Schools.

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3. Core Service Areas

A. School-Based Clinic Program

CJR will provide professional mental health services to address the psychological and emotional needs of the student body.

- **Target Locations:** *Middle Schools: Wallace, North End, and Westside.
    - **High Schools:** Wilby, Kennedy, and Crosby.
- **Staffing Requirements:** CJR will maintain a minimum of six (6) qualified mental health clinicians dedicated to the district to ensure continuity of care.
- **Clinical Services Include:**
    - Individual and group counseling sessions.
    - Crisis intervention and mental health assessments.
    - Collaboration with school administration and the Pupil Services Department.
    - Case management and referrals to external specialized care where necessary.

B. S.A.F.E. Program (Specialized After -School Initiative)

CJR will implement the S.A.F.E. program to support adolescent development outside of standard instructional hours. .

- **Capacity:** Support for up to ~~sixty (60)~~ (40) Fourty adolescent students.
- **Program Objectives:**
    - Provide a structured and supportive environment for at-risk youth.
    - Foster student resilience through life-skills coaching and mentorship.
    - Improve academic success through supervised activities and social-emotional learning (SEL).

- Reduction of behavioral in cidents through proactive engagement.

---

4. Responsibilities of the Parties

Connecticut Junior Republic (CJR) shall:

- Maintain all necessary licensing and insurance for clinical staff.
- Provide regular progress reports to the Director of Pupil Services.
- Adhere to all district policies regarding student privacy (FERPA) and safety.

Waterbury Public Schools (WPS) shall:

- Provide adequate office/confidential space within the designated schools for clinical sessions.
- Facilitate integration between CJR staff and school-based support teams.
- Designate a point of contact within the Pupil Services Department for program oversight.
- Provide access to PowerSchool for attendance and scheduling purposes through a datashare agreement.

---

5. Justification for Sole Source

This partnership is established under the Procurement Ordinance (Section 38.026 (B) (4)) due to:

- **Continuity of Care:** CJR's existing integration and the established relationships between the six current clinicians and the student body.
- **Regional Market Conditio ns:** The extreme regional shortage of mental health clinicians makes CJR's established staffing levels a unique and vital asset.
- **Fiscal Responsibility:** The ability of CJR to provide these high-level services at no cost to the city prevents further financial burden on the district.

#10

Waterbury Public Schools

Office of Competitive Grants

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

May 22, 2026

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

Re: Summary concerning NEMS CT Department of Transportation Grant - Agreement

Dear President Brown and Education Commissioners:

I am pleased to notify you that recently NEMS was awarded a $5,000 grant for the purchase of scooters, helmets, and scooter safety instructional materials, to be used in NEMS Physical Education classes. With the approval of Dr. Darren Schwartz, Superintendent of Schools, I had prepared and submitted the grant application to the Naugatuck Valley Council of Governments (COG), per the Connecticut Department of Transportation guidance. The items purchased with grant funds will be used to facilitate scooter safety lessons at the middle school. There are no matching funds required from the district.

At this time, it is necessary for the district to review and approve the Agreement for the $5,000 grant. The Agreement was reviewed already by a member of the Corporation Counsel's staff. Once the Board of Education approves the agreement, it will go to the Mayor for his signature.

Please don't hesitate to contact me with any questions you may have. Thank you.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren M. Schwartz
Doreen Biolo
Janet Frenis
J. Gilmore (NEMS Principal)

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
NORTH END MIDDLE SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 4th day of May, 2026, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **NORTH END MIDDLE SCHOOL**, a Municipal School, with an office and principal place of business at 534 Bucks Hill Road, Waterbury, CT 06704 (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses (as hereinafter defined). Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs associated with

Grantee's application for the Grant (collectively, the "**Excluded Uses**"). Grantee shall not be entitled to use any of the Grant for the Excluded Uses and same be at the sole cost and expense of Grantee, as applicable.

4. **Grantee Representations, Warranties and Covenants**. Grantee represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect: (i) Grantee is a Municipal School duly created and validly existing under the laws of the State of Connecticut. Further, Grantee will preserve and maintain its existence as a Municipal School, duly organized, validly existing, and in good standing under the laws of Connecticut; (ii) Grantee has all permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. Grantee is not in violation, nor will the transactions contemplated by this Agreement cause a violation of the terms or provisions of any such permit, license, or similar authorization; (iii) the execution and delivery of this Agreement and any other associated documents by Grantee, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws, including its charter, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound; and (iv) no consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by Grantee of this Agreement. Grantee agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

5. **Governing Law**. This Agreement shall be observed by and construed in accordance with the laws of the State of Connecticut.

6. **Survival of Representations**. All warranties, representations and covenants made by Grantee in this Agreement or in any certificate or instruments delivered to Grantor in connection with the Grant shall be considered to have been relied upon by Grantor and shall survive the termination of this Agreement.

7. **Assignment**. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by Grantee.

8. **Modification**. This Agreement may not be modified or amended in any manner except in a written agreement executed by all of the parties hereto.

9. **Counterparts**. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
NORTH END MIDDLE SCHOOL

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

WATERBURY
PUBLIC SCHOOLS

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

To: Board of Education

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

Date: June 1, 2026

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

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

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

- Original Contract 2020-2023
  3 Years - $78,000

- 1st Amendment 2023 - 2026
  3 Years - $72,000

The 2nd Amendment extends the contract term for one (1) year, and the project will be funded by the Carl Perkins Grant in the amount of $20,000.

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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164

WATERBURY
PUBLIC SCHOOLS

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

Attachment
Cc: Kristen Nelson
File: ED Rising - PDK International Amend 2

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

THIS AMENDMENT ("Amendment No. 2"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **PHI DELTA KAPPA INTERNATIONAL, INC. d.b.a. EDUCATORS RISING** with a principal place of business located at 1800 M Street NW, Room DCO 405, Washington, DC 20036, a State of Indiana duly registered domestic non-profit corporation (the "Consultant").

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

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

WHEREAS, the parties are desirous of further amending the Agreement to extend the termination date from June 30, 2026 to June 30, 2027 thereby extending the Contract by one (1) year and to provide for an additional $20,000 in compensation.

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

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

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

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

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The

Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

2. **Section 6.1 "Fee Schedule" of the Agreement shall be amended to read as follows:**

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed ONE HUNDRED FIFTY EIGHT THOUSAND AND 00/100 DOLLARS ($158,000.00) for the entire contract time and shall not exceed TWENTY-SIX THOUSAND AND 00/100 DOLLARS ($26,000.00) for any one year of the contract time for the period of July 1, 2020 to June 30, 2023, and shall not exceed TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00) for any one year of the contract time for the period of July 1, 2023 to June 30, 2027. The parties agree that as of July 1, 2026, the fee payable to Consultant shall be in accordance with Consultant's Price Proposal entitled "Educators Rising Curriculum and Assessments Quote," attached hereto.

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

[signature page follows]

WITNESS:

CITY OF WATERBURY

_____

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

_____

Date: _____

WITNESS:

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

_____

By: _____
Name:
Its:

_____

Date: _____

EDUCATORS RISING | A Division of PDK INTERNATIONAL

1-year Quote and Term Details

Year	Dates	Number of Sites	Cost Per Site	Invoice Amount (net 60 days)
SY 26-27	July 1, 2026 – June 30, 2027	4	$5,000	$20,000

PAYMENT TERMS

Year 1 – to be paid upon contract signing - net 60 days

EDUCATORS RISING CURRICULUM AND ASSESSMENTS QUOTE

Institution Name: Waterbury Public Schools

Main Contact Name(s): Michael Merati **Email:** mmerati@waterbury.k12.ct.us

Curriculum Users: TBD (2 Users per site)
Name: TBD
School: TBD
Email Address: TBD
Position (Teacher/Administrator): TBD

Per site inclusions:

- Full access to the Educators Rising Curriculum in 1-, 3-, or 5-day formats
- Two approved curriculum users per site
- Curriculum Map and Scope and Sequence
- Student-guided notes and teacher notes in every lesson
- Interactive Student Guidebook
- National Board Videos
- Project-based assessments
- Special Education-focused modules
- Clinical Experience Guidance
- Assessment Access – short response and selected response
- 20 paid student membership fees
- Orientation Training
- Introductory Curriculum Training
- Teacher Leader Portal Resources
- Teaching Channel Videos
- Membership support
- Competitive Event support
- 1-1 appointments and monthly PLC with our Implementation Team

Add-ons:
ParaPro session key and practice test $65/student and session keys never expire.

Micro-credentials are $300 per student for bundles of five. They are scored by a third party and can be self-paced. If you are interested in obtaining either of these individually or as add-ons to the curriculum, please let me know.

In-person or virtual training options are available. Pricing TBD based on needs. Ask for a quote for training if you are interested in adding this on.

Term: This quote is valid for 30 days. If you need extra time to lock in this rate, please contact Dr. Lisa D. Rollins, Director of Outreach and Engagement at lrollins@pdkintl.org

EDUCATORS RISING | A Division of PDK INTERNATIONAL

Fees

Educators Rising Full Curriculum Access – Pricing and access length outlined below

Per year for full access to the Curriculum for up to two users *per site per year* (teacher(s) and/or administrator(s)) at one site/school for up to 20 students.

Implementation Training

$1200 Per site. Two teacher/administrator registrations for the Educators Rising Curriculum Introductory Training for Teacher Leaders for named users.

($1,200.00) WAIVED* Two teacher/administrator registrations for Educators Rising Curriculum Introductory Training for Teacher Leaders. Once contract is executed, communication will be sent to registered teacher leaders with information on upcoming trainings. A $1200 fee per site for two teacher/administrator registrations for Educators Rising Curriculum Introductory Training for Teacher Leaders is waived, provided payment is made within 60 days of invoice.

Educators Rising Student Membership

$300 for 20 Educators Rising Active Level Memberships per year per site is included. Each additional student after these terms are met will be invoiced at $15 per student per year. A code to waive 20 student membership fees will be sent along with curriculum access directions.

($300.00) WAIVED** 20 Educators Rising Active Level Memberships per year per site are included.

Educators Rising Assessments

$1,500.00 Assessment access for two approved users and up to 20 students per year per site with Educators Rising National Active Level Student Membership status.

($1,500.00) WAIVED*** for current Educators Rising Curriculum Sites for current contract holders for 20 students per site per year. Each additional student after these terms are met will be invoiced at $20 per student.***

The fees as outlined above are exclusive of new products. Access to new products offered after execution of Agreement will be available for separate purchase. Net 30 terms indicate that payment for invoices dated 7/1 are due on 7/31 of each year. Schools may pay for all years of the contract at one time or be invoiced annually.

#12

WATERBURY
PUBLIC SCHOOLS

Jennifer Sarja
Supervisor of Secondary English
(203) 574-8088 ext. 11276
jennifer.sarja@waterbury.k12.ct.us

To: Board of Aldermen / Board of Education

From: Jennifer Sarja, Supervisor of Secondary English and Language Arts

Date: May 15, 2026

RE: Request Approval for Amendment (2) to the contract between the City of Waterbury and Empirical Resolution, Inc. (RFP #6938)

The Academic Office/Education Department respectfully requests your approval of a second amendment to the Professional Services Agreement between The City of Waterbury and Empirical Resolution, Inc.

The original contract (2021) was initiated under RFP #6938 for 5,000 licenses to a grammar and writing program for grades 6-8. The first amendment (2022) extended our usage from 5,000 to 10,000 licenses (adding access for grades 9-12) until June 2026.

This second amendment extends the current contract by one (1) year with no change in price or terms. The total cost of this amendment is $21,000 and will come from Alliance funding.

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,

Jennifer Sarja
Supervisor of Secondary English

AMENDMENT NO. 2
TO THE
PROFESSIONAL SERVICES AGREEMENT
for
Online Grammar and Writing Program
between
The City of Waterbury, Connecticut
and
Empirical Resolution, Inc.

THIS AMENDMENT ("Amendment No. 2"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **EMPIRICAL RESOLUTION, INC.** a duly registered domestic corporation, with a principal place of business located at 41 E 11th St, 11th Floor, New York, NY 10003-4602 (the "Consultant").

WHEREAS, the parties entered into an agreement, effective August 9, 2021, which provides for a term of five years and compensation in the amount of $53,000 for the entire term of the Agreement, for the provision of licenses for the online grammar and writing program "Quill" (the "Agreement");

WHEREAS, the parties amended the Agreement on December 22, 2022 to expand the scope of services by adding additional licenses, and to provide for an additional $42,500 in compensation for a total cost not to exceed $95,500;

WHEREAS, the parties, pursuant to Paragraph 21 of the Agreement, wish to extend the expiration date by one (1) year to July 30, 2027, and to provide for an additional $21,000 in compensation for the provision of an additional year of licensing rights;

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

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

   5. Contract Time. Services to be provided under this Contract by the Consultant shall commence on August 1, 2021 and shall terminate on July 30, 2027 ("Contract Time").

2. **Section 6.1 "Fee Schedule" of the Agreement shall be amended to read as follows:**

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($116,500.00)** for the entire six-year term of this Agreement and shall be in accordance with Consultant's Proposal, dated May 24, 2021, Consultant's Quote, dated October 27, 2022, set forth in Attachment A and as follows and Consultant's Premium Subscription Quote, dated April 20, 2026 and attached hereto, and as follows:

6.1.1 Year 1 (August 1, 2021 – July 30, 2022)

6.1.1.1 Student License Fee: $2.10 per student per school year for 5,000 students
Amount not to exceed.....$10,500.00

6.1.1.2 Full day (6 hours) professional learning provided to district supervisors and department leads
Amount not to exceed.....$500.00

6.1.1.3 Total Amount for Year 1.....$11,000.00

6.1.2 Years 2-5 (August 1, 2022 – July 30, 2026)

6.1.2.1 Student License Fee: $2.10 per student per school year for 10,000 students
Amount not to exceed.....$21,000.00

6.1.1.2 Full day (6 hours) professional learning provided to district supervisors and department leads
Amount not to exceed.....$500.00

6.1.2.3 Total Amount for Years 2-5.....$84,500.00

6.1.3 Year 6 (August 1, 2026- July 30, 2027)

6.1.3.1 Student License Fee: $2.10 per student per school year for 10,000 students
Amount not to exceed.....$21,000.00

6.1.3.2 Total Amount for Year 6.....$21,000.00

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated August 9, 2021, as amended, shall remain in full force and effect and binding upon the parties.

[Signature Page Follows]

WITNESS:

CITY OF WATERBURY

_____

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

_____

Date: _____

WITNESS:

Erika Parker-Havens

Erika Parker-Havens

5/20/26

EMPIRICAL RESOLUTION, INC.

By: [signature]

Name: SHANNON BROWNE

Its:

Date: 5/20/26

QUOTE

Valid until Jul 31, 2026

Quill - Premium Subscription Quote SY26-27 $21,000.00

Empirical Resolution Inc. DBA: Quill.org
41 East 11th Street
11th Floor
New York, New York 10003
United States
+1 510-671-0222
sales@quill.org
US EIN 46-2736440

QUOTE NUMBER	QT-A8CD74BE-0006-3
ISSUE DATE	Apr 20, 2026
EXPIRATION DATE	Jul 31, 2026

QUOTE FOR
Waterbury Public School District-CT
236 Grand Street
Waterbury, Connecticut 06702
United States
jennifer.sarja@waterbury.k12.ct.us

SHIP TO
Curriculum and Instruction c/o
Jennifer Sarja
236 Grand Street
1st Floor, Room 164
Waterbury, Connecticut 06702
United States

Note: Quill.org's business name is Empirical Resolution Inc. 5,000 MS student licenses; 5,000 HS student licenses. Subscription Dates: (8/1/2026-7/31/2027) Virtual PL: Up to 6 hours of virtual PL for the district supervisor, literacy facilitators, and department lead teachers. -- 3 hours of dedicated virtual training for high school administrators -- 2 hours of virtual PL for teachers in August/September 2026

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
District Premium Student License (Invoice - Renewal)	10,000	$3.00	$30,000.00
	Subtotal		$30,000.00
	Discount (30% off)		-$9,000.00
	Total		$21,000.00

Thank you for your interest in purchasing a Quill Premium license. We are a nonprofit dedicated to helping all students become strong writers and critical thinkers. Quill Premium provides data reporting and professional development resources to improve writing outcomes for your students.

WATERBURY
PUBLIC SCHOOLS

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

#13

To: Honorable Board of Education

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

Date: **May 14, 2026**

Subject: Benchmark Advanced, Rising Readers Summer School Program- Data Sharing Agreement

The Education Department respectfully requests the approval of a Data Sharing Agreement between the City of Waterbury and Benchmark Education Company.

The Benchmark Education Company will begin collecting student-level data from the K-5 universal literacy screening assessments for the 2025-26 End of Year (EOY) and the 2026-27 Beginning of Year (BOY) periods. This data collection will help determine the effectiveness of the summer reading program, Rising Readers, for students attending EAS Summer School during the 2025-26 summer session. Furthermore, the results will be used to evaluate the program's long-term viability and determine if it remains a recommended resource for future academic years.

The proposed Data Sharing Agreement (DSA) establishes a formal partnership between Waterbury Public Schools (WPS) and Benchmark Education to facilitate the secure transfer of student performance data from the mCLASS universal screening assessment.

The DSA ensures that WPS complies with this state requirement by providing Benchmark Education with the necessary information to monitor student reading progress while adhering to federal and state student data privacy laws (FERPA/P.A. 16-189).

There is no cost for this request.

RESEARCH STUDY AND DATA PROTECTION AGREEMENT

This Research Study and Data Protection Agreement (the "Agreement"), effective on the date of Mayoral execution (the "Effective Date"), by and between Benchmark Education Company LLC ("Benchmark Education"), a duly registered foreign limited liability company with its principal place of business located at 145 Huguenot Street, New Rochelle, NY 10801 and City of Waterbury (the "City"), which is located at 235 Grand Street Waterbury, CT 06702. Benchmark Education and the City may individually be referred to as a "Party" or collectively as "Parties."

WHEREAS Benchmark Education is an education company that develops and sells educational products and programs to the City;

WHEREAS Benchmark Education is conducting a study (the "Study") for or on behalf of the City to determine the efficacy of its summer literacy program, "Rising Readers Club";

WHEREAS the City wishes to implement the program during its Extended School Year and to ascertain its impact on student participants' reading comprehension skills;

WHEREAS the Study may require Benchmark Education to process personally identifiable information of CityCity students who participate in the "Rising Readers Club" (the "Study Student Data"); and

WHEREAS the City and Benchmark Education desire to enter into this Agreement to provide details of the Study, set forth mutual obligations, and enter into a data sharing agreement about the Study Student Data;

NOW THEREFORE the parties agree as follows:

1. **The Study.** Benchmark Education will conduct a Study, the details of which are provided in Exhibit A to this Agreement. The Study Student Data is identified in Exhibit A.

2. **Student Data.** The Study will require the City to provide Benchmark Education with student-level data. If the City provides student data to Benchmark Education, the City and Benchmark Education will abide by all applicable privacy laws, including but not limited to the Family Education Rights and Privacy Act, 20 U.S.C. §1232(g); 34 C.F.R. Part 99 ("FERPA"); Conn. Gen. Stat. § 10-234aa et seq., and any other applicable federal, state, or local laws (collectively "Student Privacy Laws").

3. **Provision of Student Data to Benchmark Education.** City will share Study Student Data with Benchmark Education in a format reasonably acceptable to Benchmark Education. City will transmit the Study Student Data to Benchmark Education using a mutually agreeable secure method (such as secure file transfer protocol or SFTP) with appropriate security measures, including, if appropriate, single sign-on (SSO) encryption. If the Study Student Data submitted is incomplete or unacceptable to Benchmark Education for whatever reason, Benchmark Education may, in its sole discretion, request City to resubmit all or any portion of the Study Student Data. If required by Student Privacy Laws, City will obtain all necessary consents and permissions for City's participation in the Study. All information provided by the City to Benchmark will be de-identified by Benchmark Education.

4. **Use of Data.** During the Study and thereafter, Benchmark Education will not allow anyone other than representatives of the Parties access to Study Student Data. Benchmark Education will not use the Study Student Data for any purpose other than for the Study outlined in Exhibit A, as stated in this Agreement, or as otherwise permitted under applicable law.

5. **Security.** The Parties agree to keep the Study Student Data confidential and secure at all times, both when in transit and at rest, via appropriate administrative, technical, and physical security measures. Study Student Data may only be used for the Study or purposes authorized pursuant to this Agreement. All Study Student Data shall be protected from unauthorized use and/or disclosure under this Agreement. Dissemination or use of Study Student Data without being de-identified first is prohibited.

6. **Data Ownership.** All student-generated content, as defined by Conn. Gen. Stat. §10-234aa (6), shall be the property of the student or parent or legal guardian of the student. All other Study Student Data is and shall remain property of the City. Benchmark Education may de-identify the Study Student Data and may use and retain such de-identified data for product improvement, marketing, education, and all other lawful purposes. Benchmark Education will not attempt to re-identify de-identified data.

7. **Returning or Destroying Data.** Following Benchmark Education's completion of the Study Benchmark Education will retain the Study Student Data for a period of one year to address any follow-up analyses requested by the City. The Study Student Data will be destroyed after the one-year period, or within 30 days of receipt of a written request from the City.

8. **Confidentiality.** Benchmark Education will limit access to the Study Student Data to those employees, agents, consultants, or contractors who reasonably need access to the Study Student Data in order to perform their responsibilities under this Agreement. However, in the event that Benchmark Education receives a valid order from a government agency or court, Benchmark Education will: (a) notify the City of the order and provide the City with a copy of the order; and (b) provide the City with a reasonable opportunity to seek an injunction or protective order.

9. The City may request that Benchmark Education delete Study Student Data. Within thirty (30) days of receiving such a request, Benchmark Education shall provide to the City confirmation via electronic mail that the Study 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 Contractor 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 standard/practices/protocols.

10. **Parent/Guardian Requests.** If the City makes or relays a request from a student's parent(s) or guardian(s) regarding viewing or correcting Study Student Data held by Benchmark Education, Benchmark Education will respond no later than thirty (30) days from the date of receipt of the City's request, or pursuant to the time frame required under state law. In the event that a parent or guardian of a student or other individual contacts Benchmark Education to review any of the Study Student Data, Benchmark Education will refer the parent or individual to the City.

11. **Report.** Benchmark Education will analyze the Study Student Data and the results of the Study, and may, in its sole discretion, produce a report examining the efficacy of the Benchmark Education products (the "Report"). City acknowledges that the Report is the work product of Benchmark Education and that Benchmark Education is the sole owner of all rights, title and interest in and to the Report. The Report will contain de-identified data but not Student Study Data. If Benchmark Education provides a copy of the Report to City, Benchmark Education grants the City a limited, non-exclusive, worldwide, royalty-free and fully-paid license to use such Report for its own internal purposes. Benchmark Education may, in its discretion, publish the Report on its website upon the City's approval of publication. In the event that Benchmark Education publishes any findings concerning the Study, Benchmark Education will request permission from the City to include the City's name in the publication.

12. **Unauthorized Release of Study Student Data.** Benchmark Education will notify the City, 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 Benchmark Education of a breach of student data, Benchmark Education 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 City 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.

13. **Term and Termination.** This Agreement will remain in effect for one year following the Effective Date. Either party may terminate this Agreement: (a) for convenience on thirty (30) days prior written notice; (b) after sending the other party written notice of termination due to any material breach of this Agreement, provided that the breaching party has not cured the breach within five (5) days of written notice of the breach; or (c) immediately in the event that there is a violation of any Student Privacy Laws. All terms, responsibilities, and obligations that, by their terms, are reasonably construed a surviving termination, shall survive termination of this Agreement.

14. **Miscellaneous**

    a. No Warranty. Benchmark Education makes no warranty and expressly disclaims all express or implied warranties, including without limitation any warranty of merchantability or fitness for a particular purpose, with respect to the Study, the Report, or any data or analysis associated with the Study or Report.

    b. Amendment. This Agreement may be amended only by a writing signed by both Parties.

    c. Notices. All notices or other correspondence required to be given pursuant to this Agreement must be sent by U.S. mail or otherwise delivered to the non-notifying Party's authorized representatives at the following addresses:

        For Benchmark Education: Head of Legal; 145 Huguenot St., 8th Floor, New Rochelle, NY 10801

        For City: Melissa Calabrese, K-5 Reading & Language Arts Supervisor, 236 Grand Street Waterbury, CT 06702

        With a copy to: City of Waterbury
        Office of the Corporation Counsel
        235 Grand Street, 3rd Floor
        Waterbury, CT 06702

    d. Entirety. This Agreement, together with any Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any other negotiations, agreements, or communications, whether written or oral, made by any Party.

e. Severability. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected.

f. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education (if applicable), 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, materials, reports, plans, specifications, 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 (other than the services itself) including the loss of use resulting there from, or **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Contractor, its employees, any subcontractor, 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.

g. Assignment. Neither Party may assign its duties nor rights under this Agreement without the other Party's prior written consent.

h. Authority. Each Party represents and warrants to the other Party that this Agreement has been duly authorized, executed and delivered by and on behalf of each such Party, and constitutes the legal, valid and binding agreement of said Party.

i. Governing Law. This Agreement will be governed by the laws of the State of Connecticut in which the City is located, without regard to such state's conflicts of law rules.

AGREED AND ACCEPTED:

City of Waterbury	**Benchmark Education Company LLC**
Signature:	Signature:
Name: Paul K. Pernerewski, Jr.	Name: JOHN GRUBER
Title: Mayor	Title: EVP & CFO
Date:	Date: 5/20/26

EXHIBIT A
Study Description and Study Student Data Required

Rising Readers
Rising Readers Club is a five-week summer literacy program for students entering Grades 1–5. The program combines digital and print instruction to support reading development during the summer months. Aligned with the Science of Reading, Rising Readers systematically develops foundational skills across the five pillars of literacy while strengthening language comprehension. The program is designed to help students enter the next school year with stronger fluency, comprehension, and confidence. Instruction emphasizes student engagement through decodable Reader's Theater scripts, hands-on literacy activities, and goal-setting badges. Each grade level includes up to 25 days of ready-to-teach 90-minute lessons organized by week to minimize teacher preparation time. Benchmark Education Company (BEC) proposes partnering with Waterbury Public Schools (WPS) to examine the program's impact on student reading outcomes.

Goal
During Summer 2026, Waterbury Public Schools will use Rising Readers in their summer school program. This study will evaluate Grade 1-5 students' changes in reading achievement and attitudes toward reading from Spring 2026 to Fall 2026 among students who participate in Rising Readers. Student outcomes will be analyzed using descriptive statistics and analyses of change in reading performance from Spring to Fall 2026, including subgroup analyses based on student demographic characteristics.

Research Questions
- ✓ How does student reading performance change from Spring 2026 to Fall 2026 among Rising Readers participants?
- ✓ Does the program impact student outcomes differently across student subgroups?
- ✓ Do participating students demonstrate improvements in reading behaviors and attitudes toward reading?
- ✓ How do teachers perceive the usability and effectiveness of the program?

WPS Participation Requirements
To participate in the study, WHPS agrees to:
- ✓ Provide BEC with de-identified individual student demographic data and reading test scores;
- ✓ Identify which students participated in Rising Readers or the comparison instruction.
- ✓ Maintain a unique City-issued student identifier linking datasets;
- ✓ Select staff for a brief interview to inform a research report.

Data Sources
Data will include the following:
- ✓ *Teacher Interview:* BEC will interview City or school leaders for insights on implementation.
- ✓ *Teacher Survey:* A brief survey will collect data on program implementation and teacher perceptions.
- ✓ *DIBELS Data*: BEC will analyze Spring and Fall 2026 scores, including composites and performance levels.
- ✓ *Student Demographic Data*: Demographic variables like English language status, special education classification, ethnicity, age, gender, and lunch status will be analyzed for subgroup analyses.

Confidentiality.
All data collected for the study will remain confidential and secure, identified only by a unique number. Researchers will aggregate data for the final report, excluding names or personally identifiable information. Groups with fewer than ten students will not be included to maintain confidentiality. The City may also choose to anonymize its name in the final report

#14

Waterbury Public Schools

Office of Competitive Grants

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

June 1, 2026

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

Re: 21st Century Community Learning Center Grants (2026)

Dear President Brown and Board of Education Commissioners:

The Connecticut State Department of Education recently announced that it is holding a new grant competition for Nita M. Lowey 21st Century Community Learning Centers (CCLC) grants to support after school programs. Funding for these after school grants comes through a federal grant. In the last round of these grants, several changes to the grant program were implemented.

Grants will be awarded for a three year grant period with a 25% cap on use of grant funds for student transportation, and 100% funding in years 1, 2, and 3 (except for student transportation costs over 25% of the grant, if any). Depending on funding availability and grantee performance, successful applicants may be able to apply for another three year grant renewal. More grant details appear in my attached Grant Highlights document.

I have worked with CAO Janet Frenis and After School Coordinator Jeffrey Lapham to bring requests from multiple principals together for this year's applications. We are developing four applications for new after school programs, each for two schools (7 out of 8 of which have existing after school programs now that will end June 30, 2026), to begin in the 2026-27 school year at: Bucks Hill & Chase, Driggs & Bunker Hill, Wallace Middle School, West Side Middle School & 2nd program at Hopeville. Hopeville's current program has high attendance and a long waiting list. For that reason, a second program for Hopeville is proposed which would overlap for one year, until the current Hopeville program ends June 2027. This overlap is allowed per CSDE.

All of the program applications will request funding to support homework help, academic enrichment, recreation, prevention activities, and family engagement. Student transportation home daily will be provided. Student transportation costs will exceed the maximum 25% of grant cap on transportation, requiring the district to supplement the grant with local funds, as has been done in prior years.

The deadline for proposals is July 8, 2026. I respectfully request your permission to apply for these 21st CCLC afterschool grants, pending approval by the Chief Financial Officer of the excess student transportation costs which will be calculated after the bus contract is approved.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

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

21st Century Community Learning Centers (CCLC) Grant
CT State Department of Education
May 29, 2026
Louise Allen Brown, WPS Grant Writer

Grant Highlights

Program Purpose:
"The purpose of the grant is to fund community-learning centers that provide students with academic, enrichment, recreational, and social and emotional support opportunities outside of regular school hours and to consistently serve the same students over a prolonged period." [Grant Guidance]

Eligible Applicants:
"Eligible applicants must serve schools where at least 40 percent of students are eligible to receive free or reduced-price meals….The following entities are eligible to apply as a lead applicant:

- all local educational agencies (LEAs), endowed academies, charter and magnet schools;
- Regional Educational Service Centers (RESCs) applying on behalf of LEAs; and
- community-based organizations (CBOs), including faith-based organizations (FBOs) and other public or private organizations in partnership with a local school or school district.

Applications submitted by LEAs must provide a detailed explanation of partnership with at least one partner applicant…" [Grant Guidance]

Grant Period: Three years, beginning 2026-27.

Grant Amount and Matching Funds: Matching funds are required only if student transportation costs exceed the allowable 25% of the total grant budget. An overage is anticipated for each of the multiple WPS applications, and calculations will be prepared with the new bus rates, and provided to the Chief Financial Officer for her review and approval, prior to any grant application(s) being submitted.

This year the maximum amount of each grant request is $250,000 with the precise award amount determined by the number of students in the program, the number of program days, and whether or not the district provides student transportation. (See budget info below.)

Number of Awards: The number of grant awards made by CSDE will depend on the number of applicants, number of centers proposed, and on funds available.

Application Deadline: July 8, 2026

Program Description:
According to Grant Guidance, the "specific purposes of the 21st CCLC program are to:

- provide opportunities for academic enrichment, including homework help and tutorial services to students, particularly those who attend schools with a demonstrated need for services, to meet state and local student performance standards in core academic subjects, such as reading, mathematics and science;

- offer students a broad array of additional services, programs, and activities, such as: youth development activities; drug, violence, and pregnancy prevention programs; counseling; project-based learning; art, music, technology education programs; service learning; character education and recreation programs that are designed to reinforce and complement the regular academic program of participating students; and
- offer families of students served by community learning centers opportunities for literacy and related educational development, such as: adult development activities, family activities, opportunities for governance and leadership involvement, and participation in school and program events…."[Grant Guidance]

Required Program Elements: Homework Help, academic enrichment (ELA and STEAM), recreation, an array of prevention programs and activities, and family engagement activities.

Required Notice to Community: Applicants are required to give notice to the community of the fact that the public school(s) are applying for afterschool grant(s). [Notice will be provided as required.]

Proposed Waterbury Projects:
With input from other district staff, the Grant Writer will continue to develop, prepare, and submit four (4) new 21st CCLC afterschool grant applications with WPS as Lead Applicant for the following schools, to serve approximately these numbers of students:

21st CCLC Grant [CSDE] – Bucks Hill (50 students) & Chase (60 students)
21st CCLC Grant [CSDE] – Driggs (60 students) & Bunker Hill (55 students)
21st CCLC Grant [CSDE] – Wallace Middle School (100 students, gr. 4-8)
21st CCLC Grant [CSDE] – West Side Middle School (60 students) & Hopeville (2nd program-35 students)

The program for elementary schools (gr. 3-5), Wallace (gr. 4-8) and West Side (gr. 6-8) will meet four days per week for 2.5 hours per day, for over 100 school days (approximately 102-110). Program days do not include school holidays or half days. Programs will operate approximately from early October to the end of May.

Homework help will be provided, and academic enrichment, recreation, and prevention activities will be scheduled into after school time and delivered through onsite staff, as well as multiple additional collaborating community-based agencies. The collaborating partners will also provide specific activities at their agency sites when appropriate, bolstering the breadth of activities available to students. All WPS schools will provide student transportation home, as in the past. Ongoing family engagement activities will be conducted. The district's primary recreation partners for the grants will include Waterbury Bureau of Recreation, CO Sports, and/or YMCA. Recreation partner discussions for each school are underway. Certified teachers and recreation staff (with guidance and input from recreation partners) will conduct recreation, positive youth development, and/or wellness activities on site. The recreation partners will provide recreation staff when possible and assist the district in putting together recreation staff for the after school programs.

Proposed Waterbury Budgets:

Grant guidance provides that for each student in a WPS after school program, with student transportation to home provided, the district may request $18 per student per day of the program for the grant, plus transportation costs (with proof of cost e.g., contract, quote) up to $250,000, provided transportation does not exceed 25% of the total budget. Anything over that 25% for transportation must be paid by the district. The budgets are still under development; and will be prepared with final 2026 bus contract rates, and provided to the Chief Financial Officer for her review and approval prior to submitting the grant applications.

WATERBURY
PUBLIC SCHOOLS

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

#15

EXECUTIVE SUMMARY

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

DATE: June 1, 2026

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Professional Services Agreement for Data Hub Setup, Configuration and Implementation at Kennedy High School with IXL Learning, Incorporated

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The Department of Education respectfully requests your review and approval of a professional services agreement with IXL Learning, Incorporated (IXL) to provide data hub setup, configuration, and implementation services at Kennedy High School. This agreement includes comprehensive, school-wide access to personalized learning, individualized skill guidance, and real-time analytics for high school students in grades 9–12 at Kennedy High School.

The term of the agreement is for two (2) years, terminating on June 30, 2028, in the total amount of $49,500, allocated as follows:

- Installment #1 = $36,000 due July 1, 2026
- Installment #2 = $13,500 due July 1, 2027

These services from IXL Learning are a sole and exclusive source.

Under this agreement, IXL will provide IXL All-Access for Kennedy High School, including Vocabulary.com for students in grades 9–12, auto-rostering services, Google single sign-on integration, and IXL's School Success package for FY27 and FY28. Funding for these services will be provided through Commissioner's Network.

A representative from the Department of Education will be available at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your time and consideration.

c: Janet Frenis, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT
For
Data Hub Setup, Configuration and Implementation
between
The City of Waterbury, Connecticut
and
IXL Learning, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and IXL LEARNING, INC., a Delaware corporation located at 777 Mariners Island Blvd., Suite 600, San Mateo, California 94404 (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide comprehensive, schoolwide access to personalized learning, individualized skill guidance, and real-time analytics for high school students grades 9-12; and

WHEREAS, the City selected the Contractor to provide such services; 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 the Contractor shall provide IXL All-Access for High School + Vocabulary.com for high school students grades 9-12, auto-rostering services, and Google single sign-on services, together with Contractor's School Success Package for fiscal years 2026-2027 and 2027-2028, as further 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 Sole Source documents (attached hereto)
1.1.2 Contractor's Quote dated May 4, 2026 (attached hereto)
1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.5 All Required Licenses
1.1.6 The IXL Terms of Service dated October 8, 2025
1.1.7 The City of Waterbury Student Data Privacy Terms of Service Addendum

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 This Contract document.
1.2.2 Sole Source documents
1.2.3 Contractor's Quote dated May 4, 2026 (attached hereto)
1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein
1.2.5 The IXL Terms of Service dated October 8, 2025
1.2.6 The City of Waterbury Student Data Privacy Terms of Service Addendum

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. A**s** 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, if applicable, 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.

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 all tools, scaffolding and surplus materials and shall leave the

Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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 eases, 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, (iii) 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 (iv) any and all additional useful and/or relevant information.

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 term of this Contract shall be for a period of two (2) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminating June 30, 2028 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

5.1. Time is and shall be of the essence for all 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.

Compensation for the Contractor's services shall not exceed Forty-Nine Thousand Five Hundred dollars ($49,500.00), as follows:

First Installment (invoice date July 1, 2026):	$ 36,000.00
Second Installment (invoice date July 1, 2027):	$ 13,500.00
TOTAL:	$ 49,500.00

The compensation shall be paid in conformity with the Contractor's Partnership Proposal, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. 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.

6.1.1 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 determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Reserved.

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.

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, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the 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; **(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

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 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 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 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** Products and completed operations aggregate

9.4.2 Professional Liability / Errors & Omissions Insurance: $1,000,000.00 each wrongful act. **$1,000,000.00** aggregate limit Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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 Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on General Liability and Workers Compensation policies. 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 the Waterbury Board of Education are included as additional insured (General Liability and**

Auto Liability) per the attached. Insurance is primary and non contributory. General Liability and Workers Compensation Waivers of Subrogation apply per the attached. 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. 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, endorsements and riders.

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 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 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. 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 Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made 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 rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

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 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 or 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, 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. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, 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 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall 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 upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor.

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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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 fourteen (14) 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. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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., this shall not include the use of third party licenses, provide

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. this shall not include the use of third party licenses, (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. 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 Work.

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

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. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

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 which approval shall not be unreasonably withheld,. 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The 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, 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, 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 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 Procurement Waiver documents and **(ii)** the Consultant's proposal responding to the aforementioned Procurement Waiver documents**.**

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 it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the 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 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 he 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: Connecticut Rise Network, Inc.
700 State Street, 3rd Floor Suite 301
New Haven, CT 06511

City: IXL Learning, Inc.
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

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 3g 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 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 he 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 "The City of Waterbury Code of Ordinances *Revised 12/31/19".* For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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: Anya Katanski

Sign:_____

Print name: Ivy Carroll

IXL LEARNING, INC.

By:_____

Its: CEO

Date: 5/14/2026

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Contractor's Quote dated May 4, 2026 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. IXL Terms of Service dated October 8, 2025
7. City of Waterbury Student Data Privacy Terms of Service

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Karlyn Fitzpatrick, Assistant Principal – Kennedy High School

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for IXL Learning

Date: December 3, 2025

After review of your letter dated December 2, 2025 along with the Sole Source letter from IXL Learning it is clear they are the only source that provides the specialized services designed to deliver personalized learning with real-time analytics and is uniquely aligned with your instructional goals. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

John F. Kennedy High School
422 Highland Avenue Waterbury, CT 06708 (203) 574-8150 FAX (203) 574-8154

Robert A. Johnston
Principal

Karlyn Fitzpatrick ♦ Matthew Gwiazdoski ♦ George Smalley
Assistant Principals

December 2, 2025

To Whom it May Concern ,

I am writing to formally request approval to proceed with a sole source procurement for **IXL**. This vendor provides specialized services that are uniquely aligned with our instructional goals and are not available through other providers.

Respectfully,

Karlyn Fitzpatrick

Karlyn Fitzpatrick

John F. Kennedy High School
422 Highland Avenue Waterbury, CT 06708 (203) 574-8150 FAX (203) 574-8154

Robert A. Johnston
Principal

Karlyn Fitzpatrick ♦ Matthew Gwiazdoski ♦ George Smalley
Assistant Principals

December 2, 2025

Good Afternoon Kevin,

This letter serves as a formal request to designate **IXL Learning** as a sole source provider under Section **38.026** for the services proposed for Kennedy High School.

We are seeking to enter into a contract with IXL Learning to provide comprehensive, schoolwide access for all students across all subject areas. After careful review, we were unable to identify any other organization that offers the same level of individualized, data-driven support that IXL provides.

IXL's platform is uniquely designed to deliver truly personalized learning. Its comprehensive K–12 curriculum, individualized skill guidance, and real-time analytics meet the diverse and evolving needs of every learner. These features, taken together, constitute a one-of-a-kind solution not replicated by any other provider we evaluated.

With your approval, we would like to move forward with finalizing the contract with IXL Learning.

Thank you for your time and consideration.

Respectfully,

Karlyn Fitzpatrick

Karlyn Fitzpatrick

777 Mariners Island Blvd., Suite 600 | San Mateo, CA
Toll free 1-855-255-7700 | Phone 1-650-372-4040 | Fax 1-650-372-4072

June 18, 2025

To Whom It May Concern:

This letter is to confirm that the IXL Service (offered through https://www.ixl.com) is a sole source product, sold by IXL Learning, Inc. ("IXL") of San Mateo, California. The IXL Service was created by and is owned by IXL. The IXL Service has legal protections that prevent others from providing the IXL Servicewithout IXL's permission (including copyright and trade secret). Educational institutions must purchase the IXL Service directly from IXL Learning. There are no agents or dealers authorized to sell the IXL Service to educational institutions.

IXL provides a leading online program for mathematics, language arts, science, social studies, and Spanish. The IXL Service features unlimited, algorithmically generated questions in thousands of topics, as well as insightful reporting and data analysis through IXL Analytics. IXL also offers on-site, virtual, and on-demand professional development for effective IXL implementation.

If you desire additional information, please contact IXL at 855-255-8800 or visit our website at https://www.ixl.com.

Thank you for your interest in IXL.

Sincerely,

Paul Mishkin

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LEARNING

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE

QUOTE # 1476534-2
DATE: AUGUST 14, 2025

TO:
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
John Gallucci		3 years	September 13, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL All-Access for High School + Vocabulary.com (Grades 9-12) *Auto-rostering services included* *Google single sign-on services included*	1500	$45.00	$67,500.00
		Total Price	$67,500.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
School Success Package	1	$4,500.00	$4,500.00
		Total Price	$4,500.00

TOTALS	
Total Subscriptions List Price	$67,500.00
Total Services List Price	$4,500.00
Grand Total	$72,000.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1476534-2. For international accounts, we can accept wire transfers for an additional fee.

LEARNING

SALES CONTRACT

CONTRACT #1476534-2
August 14, 2025

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
John Gallucci	**1476534-2**	**3 years**

PAYMENT PLAN

	Amount	Invoice date
First installment with Professional Learning Services	**$33,750 (50%) + $4,500 = $38,250**	**August 28, 2025**
Installment 2	**$16,875 (25%)**	**August 28, 2026**
Installment 3	**$16,875 (25%)**	**August 28, 2027**
TOTAL	**$72,000**	

Price valid until September 13, 2025

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1612739-1
DATE: MAY 4, 2026

TO:
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
John Gallucci		Through April 30, 2028	June 3, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL All-Access for High School + Vocabulary.com (Grades 9-12) *Auto-rostering services included* *Google single sign-on services included*	1500	$30.00	$45,000.00
		Total Price	$45,000.00

SERVICES	QUANTITY	LIST UNIT PRICE	NET PRICE
School Success Package	1	$4,500.00	$4,500.00
		Total Price	$4,500.00

TOTALS	
Total Subscriptions List Price	$45,000.00
Total Services List Price	$4,500.00
Grand Total	$49,500.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1612739-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

SALES CONTRACT

CONTRACT #1612739-1
May 4, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER
Karlyn Fitzpatrick
Waterbury Public School District (CT)
236 Grand St
Waterbury, CT 06702

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
John Gallucci	**1612739-1**	**Through April 30, 2028**

PAYMENT PLAN

	Amount	Invoice date
First installment with Professional Learning Services	**$31,500 (70%) + $4,500 = $36,000**	**May 18, 2026**
Installment 2	**$13,500 (30%)**	**May 18, 2027**
TOTAL	**$49,500**	

Price valid until June 3, 2026

ACCEPTANCE OF SALES CONTRACT
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE _____ **DATE** _____

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

#16

EXECUTIVE SUMMARY

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

From: Nicholas J. Albini, Chief Operating Officer

Date: June 1, 2026

Re: Amendment #1 to the Professional Services Agreement for Math Teacher Training with Math Concepts, Incorporated

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

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

- Developing math teachers' daily instructional practice aligned with District goals and goals developed between teachers, administrator and consultant;
- Curricular design, development, planning, and implementation; and
- Supporting school leaders in strategies and protocols around improving instructional practice.

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

For Amendment #1, the Education Department respectfully requests to extend the existing contract for one additional year terminating on June 30, 2027 and to provide for an additional $110,000 in compensation for Crosby High School only. Contract funding is provided through the Crosby Commissioner's Network allocations. All other contract terms remain unchanged.

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

c: Chief Financial Officer, Chief Academic Officer

AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT
for
Math Teacher Training
between
The City of Waterbury, Connecticut
and
Math Concepts, Inc.

THIS AMENDMENT ("Amendment No. 1"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **MATH CONCEPTS, INC.** a duly registered foreign corporation, with a principal place of business located at 24 N Manheim Blvd, New Paltz, NY, 12561 (the "Consultant").

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

WHEREAS, the parties, pursuant to Paragraph 21 of the Agreement wish to extend the Agreement to June 30, 2027, thereby extending the Contract by one (1) year, and to provide for an additional $143,100 in compensation;

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

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

5. Contract Time. The term of this Agreement shall commence upon execution by the Mayor and terminate on June 30, 2027.

2. **Section 6.1 "Fee Schedule" of the Agreement shall be amended to read as follows:**

6.1 Fee Schedule. The fee payable to the Consultant shall not exceed **TWO HUNDRED FIFTY THREE THOUSAND ONE HUNDRED AND 00/100 DOLLARS ($253,100.00)** for the entire term of this Agreement. The parties agree that the fee payable to Consultant for the period of October 22, 2025 – June 30, 2026 shall be in accordance with Consultant's cost proposal dated September 16, 2025. The parties further agree that the fee payable to Consultant for the period of July 1, 2026 – June 30, 2027 will be in accordance with Consultant's revised cost proposal dated April 9, 2026, attached hereto and as follows:

6.1.1. 2025-2026 School Year.....$143,100.00

6.1.2. 2026-2027 School Year.....$110,000.00

6.1.3. Total.....$253,100.00

3. Other than as set forth herein, all other terms, conditions and provisions of the Agreement dated October 22, 2025, as amended, shall remain in full force and effect and binding upon the parties.

WITNESS:

_____

_____

CITY OF WATERBURY

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

Date: _____

WITNESS:

_____

_____

MATH CONCEPTS, INC.

By: _____
Name:
Its:

Date: _____

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

April 9, 2026
Attn: Michael Veronneau, Principal, Crosby High School
Waterbury CT Public Schools

Description of Services & Fees

Services	Fees
Mike Stevens (Math Concepts Inc.) will provide expert consulting and coaching for High School math teachers, administrators, and coaches, to support the ongoing work with the Commissioner's Network and ongoing school-based initiatives. Professional learning will focus on: • Developing math teachers' daily instructional practice as defined by district goals and goals developed between teachers, administrators, and consultant • Developing classroom discourse in math classrooms and implementing teaching strategies and student practices aligned with *Building Thinking Classrooms* • Curricular design, development, planning, and implementation • Supporting school leaders in strategies and protocols around improving instructional practice Day rate for 2026/27 school year (includes all travel and material expenses)	$2,750
Math Concepts Inc. will deliver 40 days of in-person consulting at Crosby HS during the 2026-27 school year. (Dates TBD)	
Total Fees:	**$110,000**

WATERBURY
PUBLIC SCHOOLS

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

#17

EXECUTIVE SUMMARY

DATE: June 1, 2026

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for Driggs Elementary School Parking Lot Improvements (RFP#8742) with Empire Paving, Inc.

The Education Department respectfully requests your review and approval of a construction contract for Parking Lot Improvements at Driggs Elementary School with Empire Paving, Incorporated (Empire) in the amount of $150,000.

The contract was initially solicited under RFP #8625 in January 2026. Ten companies attended the mandatory walk-through and two companies submitted proposals. However, the RFP was subsequently cancelled. The project was originally estimated at approximately $80,000, and therefore prevailing wage requirements were not included in the solicitation. Upon further review, it was determined that prevailing wage requirements applied to the project, rendering the original solicitation and responses invalid.

A second solicitation, RFP #8742, was issued with prevailing wage requirements and the same scope of services. Six companies attended the walk-through and one proposal was received from Empire Paving. The receipt of a single proposal was not due to a lack of contractor interest, as multiple firms participated in the walk-through. Empire Paving was determined to be a responsible and qualified bidder and is recommended for award. Funding for this project will be provided through the Capital Budget.

The project consists of site preparation and demolition, installation of new drainage structures, metal fencing, concrete aprons, restored sidewalks, bituminous concrete pavement, restriping of parking areas, and installation of bollards. Empire Paving shall reach Final Completion of all work and services under this Contract by **August 7, 2026**.

The project is subject to prevailing wage requirements. Project management and construction oversight, including compaction testing, will be performed by the City of Waterbury Engineering Department.

A representative of the Education Department will be present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your consideration.

CONSTRUCTION CONTRACT
for

Driggs Elementary Parking Lot Improvements
between
the City of Waterbury, Connecticut

and

EMPIRE PAVING, INC.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and EMPIRE PAVING, INC. located at 30 BERNHARD ROAD, NORTH HAVEN, CT 06473, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8742** for **Driggs Elementary Parking Lot Improvements**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 8742;** and,

WHEREAS, the City desires to obtain the Contractor's services for **Driggs Elementary Parking Lot Improvements** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **Driggs Elementary Parking Lot Improvements** as detailed and further described in the Proposal Documents 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 otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8742** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8742** Addendum #1, dated May 11, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, consisting of 40 pages, submitted in response to **RFP Number 8742** including Contractor's Price Proposal, dated May 19, 2026, and consisting of 3 pages; (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 22) consisting of 6 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.8 **RFP Number 8742** - Attachment F- Driggs Elementary School Parking Lot Improvements Scope of Work consisting of 2 pages (attached hereto);

1.1.9 Construction Drawings entitled "Driggs Elementary School Parking Lot Improvements", dated June 18, 2025 prepared by Freeman Companies, 36 John Street, Hartford, CT 06106 and consisting of 7 sheets (attached hereto);

1.1.10 State Wage Rate documents (attached hereto);

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

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

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

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

1.2. The entirety of **Attachment A** 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 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 Contractor's Price Proposal, dated May 19, 2026
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 **RFP 8742** – Attachment F. Scope of Work
1.2.8 Construction Drawings
1.2.9 **RFP 8742** Documents, not included in 1.2.1-1.2.8 above.

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

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

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

********** IF WORKING IN/ON SCHOOL GROUNDS**********

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

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's RFP 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 RFP 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 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 RFP 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 any and 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 Proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Proposal, 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 RFP 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 RFP documents and other documents for **RFP Number 8742** (collectively "Proposal Documents");

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

3.1.8. it has studied carefully all reports of investigations and tests of 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 confirm in writing any oral notice given within five (5) business days thereafter.

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render 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 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the

Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, 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 at all times 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 with regard to such conditions.

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

prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

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

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.

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 reach Final Completion of all work and services required under this Contract by **August 7, 2026** (hereinafter referred to as "Contract Time").

5.1. Not used.

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 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 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 **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the 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 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 of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor **shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Price Proposal, dated May 19, 2026 and consisting of 3 pages", which is summarized below:

i. $150,000.00…….. (Bid Item 1)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) 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 does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

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

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc.,

the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 8742** 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 of the foregoing payment obligations have been fully completed.

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

6.7. 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.

6.8. 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.

6.9. 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:

6.9.1 submit Applications for Payment in accordance with the following:

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

6.9.2 Progress and Final Payments

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

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (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 period or date expressly stated elsewhere in this Contract or **Attachment A**.

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

8. Passing of Title and Risk of Loss.

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

8.2. Contractor and its insurer shall assume the risks of loss or damage 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 work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless 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 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, agents, employees or officers 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, agents, employees 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, agents, employees or officers 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)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class 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 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, at all times during which the services are to be performed by the Contractor:

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

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos

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

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
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:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.5. 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: All Contractor's Insurance except Workers' Compensation and Professional Liability shall be endorsed to add the City of Waterbury and its Board of Education as additional insured and provide waiver of subrogation on all policies except Builders Risk (if applicable). 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 are 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 to

assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

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

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

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

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

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

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

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

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

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, amended by Public Act 25-168, and as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B)

any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) is independent.

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

iii. "Public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees, where such funding equals one hundred fifty thousand dollars or more.

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

12.4.2 NOT USED.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the public works contract is funded in whole or in part by the State of Connecticut, and is in excess of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).

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

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

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

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

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

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

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

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by Public Act 25-168, and as may be amended from time to time, the following are required for every Public Works Contract:

(b) Except as provided in section 10a-151i, every contract to which an awarding agency is a party 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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure 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, sexual orientation, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;
(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(c) If the contract is a public works contract, 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 project.

(d) Except as provided in section 10a-151i:
(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a public works contract shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (b) of this section. The authorized signatory of

the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

(e) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(f) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, the following are required for every Public Works Contract:

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

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

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

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

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

employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56; and

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

14. Good Jobs Ordinance

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

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

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

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

14.1.4 Definitions. For purposes of this paragraph:

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

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

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

Ordinance.

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

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

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

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

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

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

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

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

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

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

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

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

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

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

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

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

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

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

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1

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

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

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

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

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

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

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

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

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

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

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

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

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

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the

Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

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

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

16. Termination.

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

16.1.1 In the event of 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 actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract 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. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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, order, proclamation, regulation, ordinance, or governmental requirement.

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 so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

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

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

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

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

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

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

23. Entire 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 of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

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

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, 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 Number 8742**, and **(ii)** the Contractor's response to **RFP Number 8742** 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 due to the fact that the Contract or any section thereof was drafted by such party.

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

30. Binding 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: EMPIRE PAVING, INC.
30 BERNHARD ROAD
NORTH HAVEN, CT 06473

City: Mike Konopka, School Inspector
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

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

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

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

governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *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 any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

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

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

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal 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 other City duly authorized person.

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

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

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by 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 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

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

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

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

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

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

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

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (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 Work mean Substantial Completion thereof.

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

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

35.19 Using Agency: **City of Waterbury Education Department.**

[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:

EMPIRE PAVING, 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 otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8742** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8742** Addendum #1, dated May 11, 2026 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, consisting of 40 pages, submitted in response to **RFP Number 8742** including Contractor's Price Proposal, dated May 19, 2026, and consisting of 3 pages; (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 22) consisting of 6 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 114) consisting of 36 pages (attached hereto);

1.1.8 **RFP Number 8742** - Attachment F- Driggs Elementary School Parking Lot Improvements Scope of Work consisting of 2 pages (attached hereto);

1.1.9 Construction Drawings entitled "Driggs Elementary School Parking Lot Improvements", dated June 18, 2025 prepared by Freeman Companies, 36 John Street, Hartford, CT 06106 and consisting of 7 sheets (attached hereto);

1.1.10 State Wage Rate documents (attached hereto);

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

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

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

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 11, 2026

RFP 8742 Driggs Elementary Parking Lot Improvements

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 #8742**.
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.

Please refer to the question and answer below.

Question: Upon review, the provided documentation does not appear to include drawings. Could you please confirm if drawings exist and, if so, provide.

Answer: The following files have been posted to ProcureWare:

"C-3.1 SITE LAYOUT – driggs elementary paving 25.pdf"
"2025-06-18 Driggs Plan Set-paving 25.pdf"
"Driggs School - Scope of Work- paving25.pdf"

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

FILL IN AND RETURN WITH YOUR SUBMISSION

ATTACHMENT C

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

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

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

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

1 ONE - 5/11/26 4 _____

2 _____ 5 _____

3 _____ 6 _____

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

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

06-0868298
Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

Connecticut
EARL W. TUCKER, III - President
Corporate Officer
(if applicable)

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

Name EARL W. TUCKER, III
By: President
(Title) EMPIRE PAVING INC
Business Address: 30 Bernhard Rd. No. Haven, CT 06473
(City, State, Zip Code)

Phone: 203-752-0002
Email: earl@empirepaving.com
Date: 5-19-26

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

REQUEST FOR PROPOSAL #8742
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
Driggs Elementary Parking Lot Improvements

ATTACHMENT E

Price Proposal

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

Date: 5·19·26

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,

Empire Paving Inc
(Print or Type Company/Corporate Name)

30 Bernhard Road
(Print or Type Business Address)

North Haven, CT 06473

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

[Proposal continued on following page(s)]

REQUEST FOR PROPOSAL #8742

Driggs Elementary Parking Lot Improvements		
Description	**Amount (In Words)**	**Amount (In $)**
Driggs Lot Improvements (per Attachment F. Scope of Work)	ONE HUNDRED Fifty Thousand Dollars and No Cents	$ 150,000.00
	GRAND TOTAL	$ 150,000.00

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

06-0868298
Social Security Number or
Federal Identification Number
(Print or Type)

Empire Paving Inc
Company/Corporate Name (Print or Type)

Signature of Authorized Official

EARL W. TUCKER, III
Name of Authorized Official (Print or Type)

President

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

30 Bernhard Rd
Business Address: (Print or Type)

N/A
Business Fax Number: (Print or Type)

North Haven, CT 06473
City, State, Zip Code: (Print or Type)

Business Mobile Number: (Print or Type)

203-752-0002
Business Telephone Number: (Print or Type)

earl@empirepaving.com
Business Email Address: (Print or Type)

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

END OF ATTACHMENT E

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 46292-TRA-26-24

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Empire Paving, Inc.

30 Bernhard Road
North Haven, CT 06473

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014
State of Inc: Connecticut

OWNER:
(Name, legal status and address)
City of Waterbury
235 Grand Street
Waterbury, CT 06702

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of Amount Bid (10%)

PROJECT:
(Name, location or address, and Project number, if any)
Proposal # 8742 Driggs Elementary Parking Lot Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of May , 2026

Loretta Quattrini
(Witness)

Michael Tedone
(Witness) Michael Tedone

Empire Paving, Inc.
(Principal) *(Seal)*

(Title) EARL W. TUCKER, III – President

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Title) Joanne Czlapinski, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the 'Companies") and that the Companies do hereby make, constitute and appoint Joanne Czlapinski of Hartford, Connecticut, their true and lawful Attorney(s)-in-Fact to sign, execute seal and acknowledge any and all bonds, recognizances conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed this **21st** day of **April, 2021**

State of Connecticut

By: _____
Robert L. Raney Senior Vice President

City of Hartford ss

On this the **21st** day of **April 2021** before me personally appeared **Robert L. Raney** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies which resolutions are now in full force and effect, reading as follows.

RESOLVED that the Chairman the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances contracts of indemnity and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

FURTHER RESOLVED that the Chairman the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

FURTHER RESOLVED that any bond recognizance, contract of indemnity or writing obligatory in the nature of a bond recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority and it is

FURTHER RESOLVED that the signature of each of the following officers President, any Executive Vice President any Senior Vice President, any Vice President any Assistant Vice President, any Secretary any Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes** the undersigned Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which remains in full force and effect.

Dated this 19th day of May 2026

_____
Kevin E Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Certification

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

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

Full Legal Name and address of Recipient, Vendor, or Contractor: Empire Paving Inc
30 Bernhard Road
North Haven, CT 06473

Print Name and Title of Authorized Representative: Earl W. Fuller III - President

Signature of Authorized Representative:

Date: 5-19-26

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☑

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☑

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2026)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

No Officials, Employees or Board and Commission Members with Financial Interest ☑

(Name of Official)

(Position with City)

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

Interest Held By
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

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

Interest Held By
Self ☐ Spouse ☐ Joint ☐ Child ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

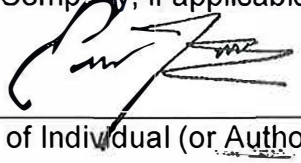
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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

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

I have read and agree to the above certification.

Empire Paving Inc
(~~Name~~ of Company, if applicable)



Signature of Individual (or Authorized Signatory)

5-19-26
Date

Earl W. Tucker, III - President
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☑

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

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

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

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

State of CT

SS.: 5-19-26

County of New Haven

EARL W. Tucker, III, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ of Empire Paving Inc (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	EARL TUCKER, JR	CEO	Empire Paving Inc		
2	EARL W. TUCKER III	President	Empire Paving Inc		
3	SCOTT TUCKER	Secretary	Empire Paving Inc		
4					

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

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

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1					
2	NONE				
3					
4					

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

	Organization Name	Address	Type of Ownership
1			
2	NONE		
3			
4			

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

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

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

	Name	Title	DOB	Stock %
1	Earl W. Tucker III	President		
2	Earl Tucker, Jr	CEO		
3	Scott Tucker	Secretary		
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2	NONE		
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

FILL IN AND RETURN WITH YOUR SUBMISSION

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

Loretta Quattrini
Witness

EARL W. TUCKER, III - President
Name of Corporate Signatory
EMPIRE PAVING INC
30 Bernhard Rd., No. Haven, CT 06473
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer
EARL W. TUCKER, III President

Its: President
Title

FILL IN AND RETURN WITH YOUR SUBMISSION

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

State of CT)

) SS 5-19-26

County of New Haven)

EARL W. TUCKER, III being duly sworn,

deposes and says that he/~~she~~ is President of Empire Paving Inc and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 19 day of May 2026.

Janet Samperi
(Notary Public)

My Commission Expires: 2/28/30

JANET SAMPERI NOTARY PUBLIC STATE OF CONNECTICUT MY COMM. EXP. 02/28/2030

Established in 1967
EMPIRE PAVING
General Contractors

30 Bernhard Road ▪ North Haven, CT 06473
203-752-0002 - Ph ▪ 203-752-0242 - Fax
www.empirepaving.com

CORPORATE RESOLUTION

I, Scott W. Tucker, Corporate Secretary of Empire Paving, Inc., a Corporation duly organized and operating under the laws of the State of Connecticut and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Board of Directors of such Corporation, duly convened and held on May 1, 2026, at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution.

RESOLVED: That the following Officer of this Corporation, or any one of the individually:

Earl W. Tucker, III – President
Earl W. Tucker, Sr. – CEO

are empowered to execute and deliver, in the name of and on behalf of this Corporation, contracts, bids and other documents and are further authorized to affix the Corporate Seal to such documents and to bind the Corporation to such contracts, bids and other documents.

I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect.

IN WITNESS WHEREFORE, the undersigned has affixed his signature and the Corporate Seal of the Corporation, this 1st day of May 2026.

Scott W. Tucker, Corporate Secretary

(Corporate Seal)

PROPOSER'S QUALIFICATION STATEMENT

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

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

SUBMITTED BY:

Business Name: Empire Paving Inc

Principal Business Address: 30 Bernhard Rd
North Haven, CT 06473

Office Address (if different than above): _____

Business Telephone Number: 203-752-0002

Business Email Address: earl@empirepaving.com

Type of Organization (*Check One*)			
	Individually Owned / Sole Proprietor		Limited Partnership
✓	Corporation		Joint Venture
	LLC		Other (please specify)
	General Partnership		

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

1. How many years has your business been in operation?
   59

2. How many years has your business been operating under its present name?
   56

3. Under what other names does your business operate?
   N/A

4. Under what former names has your business operated?
   N/A

PROPOSER'S QUALIFICATION STATEMENT

5. If a Corporation, answer the following:

Date of Incorporation: Sept 1970

State of Incorporation: CT

Registered with CT Secretary of State: (Yes) / No (*Circle One*)

President: EARL W. TUCKER, III

Vice Presidents: N/A

Secretary: SCOTT TUCKER

Treasurer: SCOTT TUCKER

Other Officers (Names and Titles): EARL TUCKER, JR - CEO

6. If an LLC, answer the following:

Date of Formation: _____

State of Formation: _____

Registered with CT Secretary of State: **Yes / No** (*Circle One*)

Organization: **Sole Member LLC / Multi-Member LLC** (*Circle One*)

Sole Member or Managing Member: _____

Members: _____

7. If Individually Owned or Sole Proprietor, answer the following:

Date Business Began: _____

Name of Owner: _____

Officers and Titles: _____

PROPOSER'S QUALIFICATION STATEMENT

8. If the form of your business is different than those listed above, describe it and name the principals:

N/A

9. General Qualifications. Please describe generally the character of work performed by your business and the qualifications and capabilities of your business as they pertain to each of the areas of qualifications listed in the RFP, as well as those of the personnel identified below.

Paving, Excavating, Site Work,
Bridges, Sewers

(See ATTACHED)

Attach additional sheets as required.

10. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services of the RFP.

1.) INSTALL EROSION CONTROL MEASURES
2.) Reclaim ENTIRE lot, remove Excess mat'ls. & dispose offsite
3.) Fine grade & compact newly reclaimed base
4.) Demo & Replace drainage structure
5.) Demo & Replace conc. apron
6.) Install conc. bollards
7.) Pave 2 courses of bit conc
8.) Install fencing
9.) Install pvmt. linemarkings

Attach additional sheets as required.

11. Provide Proposer's chain of command and off-hours telephone numbers, cellular (preferred), to be used for the Project:

Superintendent: TBD
(Name / Telephone Number)

Foreman: TBD
(Name / Telephone Number)

Assistant Foreman: TBD
(Name / Telephone Number)

Other: TBD
(Name / Telephone Number)

PROPOSER'S QUALIFICATION STATEMENT

12. Provide the information in the spaces provided below for three (3) projects that your business has completed that are most similar to the project outlined in this RFP.

Project #1:

Name of Project: See ATTACHED

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

_____

_____

_____

_____

Attach additional sheets as required.

Project #2:

Name of Project: _____

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

_____

_____

_____

_____

Attach additional sheets as required.

Project #3:

Name of Project: _____

Project Location: _____

Owner: _____

Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Month/Year Completed: _____

Contract Amount: _____

Original Contract Time Frame: _____

If not completed within Original Contract Time Frame or on Budget, please explain:

_____

_____

_____

Attach additional sheets as required.

13. List projects on which your company is currently working that are most similar to the project outlined in this RFP.

Ongoing Project #1:

Name of Project: See attached

Project Location: _____

Owner / Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Contract Amount: _____

Scheduled Completion Date: _____

Ongoing Project #2:

Name of Project: _____

Project Location: _____

Owner / Project Architect/Engineer: _____

(Best) Project Contact Phone #: _____

Contract Amount: _____

Scheduled Completion Date: _____

*(**NOTE:** To provide information on additional ongoing projects, attach separate sheets as required.)*

PROPOSER'S QUALIFICATION STATEMENT

14. Provide (in figures) the percentage (%) of your annual workload that this project will represent?

TBD %

15. Other than any projects identified above, please list any contracts or purchase orders for projects completed in the last three (3) years between the your business and any agency of the City of Waterbury.

None

Attach additional sheets as required.

16. List the equipment available to perform the work for this Project:

See ATTACHED

Attach additional sheets as required.

17. List all subcontractors (if known) and identify work they will be performing on this project:

Tilcon CT	Reclaiming	4,500.00
Carr Concrete	Concrete	9,000.00
Atlas Fence	Fencing	10,000.00
Guidelines	Line Striping	2,000.00

Attach additional sheets as required.

PROPOSER'S QUALIFICATION STATEMENT

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

NONE

Attach additional sheets as required.

19. Please respond to the following questions by circling the appropriate response. For each "**YES**" response, attach separate sheet providing all pertinent details and describing relevant circumstances, including dates and outcome(s).

a. Have you ever failed to complete any work awarded to you?	Yes / (No)
b. Have you ever defaulted on a contract?	Yes / (No)
c. Is there any pending litigation which could affect your business's ability to perform the services required under this RFP?	Yes / (No)
d. Is or has your business been named as a defendant in a lawsuit within the past five years?	Yes / (No)
e. Has your business ever had a contract terminated for cause within the past five years?	Yes / (No)
f. During the past seven years, has your business ever filed for protection under the Federal bankruptcy laws?	Yes / (No)
g. Are there any other factors or information that could affect your businesses ability to provide the services being sought about which the City should be aware?	Yes / (No)
f. Has your business received any OSHA Citations or Violations within the past three years? (Is so, please provide the details of each citation / violation on a separate sheet of paper and attach.)	Yes / (No)

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

Dated at North Haven, CT this 19 day of May, 2026

Name of Proposer: Empire Paving Inc

By: EARL W. TUCKER, III
Name of Authorized Official (Print or Type)

Signature of duly Authorized Official

Title: PRESIDENT
Title of Authorized Official (Print or Type)

END OF SECTION

EMPIRE PAVING EQUIPMENT LIST -2026

#	Year	Make	Model	Type
CKHOES		**MAKE**	**MODEL**	**TYPE**
18	2004	JOHN DEERE	110	TRACTOR / LOADER / BACKHOE
19	1994	CASE	590	TRACTOR / LOADER / BACKHOE / EXTENDAHOE
36	2004	JOHN DEERE	410G	TRACTOR / LOADER / BACKHOE
MPACTORS		**MAKE**	**MODEL**	**TYPE**
11		VIBCO/PATCHMAN	TP2045	PLATE COMPACTOR
13	2003	INGERSOLL RAND	BXR70	VIB PLATE COMPACTOR
14	1990	ALLIED	9700-C	HO PAC
19	2005	MULTIQUIP	MVC-88GHW	VIB PLATE COMPACTOR
20	2006	MULTIQUIP	MVC-88VGHW	VIB PLATE COMPACTOR
22	2008	MULTIQUIP	MVC-88VGHW	PLATE COMPACTOR
33	2002	MULTIQUIP MIKASA	MVC-60H	COMPACTOR
42		WACKER	BS50-2i	VIB RAMMER
43		WACKER	BS50-2i	VIB RAMMER
45	2012	WEBER Mt	CR5HD	REVERSABLE PLATE SOIL COMPACTOR
46	2013	MULTIQUIP MIKASA	MVC88VGHW	PLATE COMPACTOR
47	2013	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
48	2013	MULTIQUIP	MVC88VGHW	REVERSIBLE PLATE COMPACTOR
49	2016	MULTIQUIP	MVC88VGHW	REVERSIBLE PLATE COMPACTOR
50	2014	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
51	2012	WEBER Mt	CF 2 HD	VIBRATORY PLATE COMPACTOR
52	2019	MULTIQUIP	MVC88VTHW	FRONT PLATE COMPACTOR
53	2019	MULTIQUIP	MVC88VTHW	FRONT PLATE COMPACTOR
54	2013	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
55	2015	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
56	2015	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
57	2015	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
58	2019	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
59	2012	WEBER Mt	CR-5 HD	REVERSIBLE PLATE COMPACTOR
60		MULTIQUIP	MVC-64VHW	PLATE COMPACTOR
61	2021	WEBER MT	CF-2A-HD	VIB PLATE COMPACTOR
62	2021	MULTIQUIP	MVC-88VTHW	PLATE COMPACTOR
63	2022	WEBER	CR5-II	REVERSIBLE PLATE COMPACTOR
64	2022	MULTIQUIP	MVC-88VTHW	PLATE COMPACTOR
65	2023	WEBER MT	CR 5-II HD	REVERSIBLE PLATE COMPACTOR
66	2023	MULTIQUIP MIKASA	MVC-88VTHW	PLATE COMPACTOR
67	2023	MULTIQUIP MIKASA	MVC-88VTHW	PLATE COMPACTOR
68	2023	MULTIQUIP MIKASA	MVC88VTHW	PLATE COMPACTOR
69	2024	MULTIQUIP MIKASA	MVC88VTHW	PLATE COMPACTOR
70	2025	MULTIQUIP MIKASA	MVC-88VTHW	PLATE COMPACTOR
01	2007	WACKER	BS50-2I	JUMPING JACK VIB RAMMER
03	2020	WEBER	SRV590	JUMPING JACK VIB RAMMER
04	2020	WEBER	SRV590	JUMPING JACK VIB RAMMER
05	2020	WEBER	SRV590	JUMPING JACK VIB RAMMER
07	2023	WEBER	SRV590 II	JUMPING JACK VIB RAMMER
08	2014	CAT	CVP 110	HOE PAC for ACKERMAN
P-01	2007	ACKERMAN	HC40	HOE PAC
P-02	2007	HUDCO	HC40	HOE PAC
P-03	2014	CAT	CVP 110	HOE PAC for ACKERMAN
OMPRESSORS		**MAKE**	**MODEL**	**TYPE**
OMP-01	1999	INGERSOLL RAND	P185	COMPRESSOR
OMP-02	1988	INGERSOLL RAND	P185 COM	COMPRESSOR
OMP-03	1985	JOY	150	COMPRESSOR
OMP-06		INGERSOLL RAND	30T	FACTORY AIR COMPRESSOR
OMP-09		JOY	331	AIR COMPRESSOR
OMP-11		INGERSOLL RAND	P185WJD	COMPRESSOR
OMP-12	2002	INGERSOLL RAND	P185 W	AIR COMPRESSOR (ISUZU DSL)
OMP-18	2018	CENTRAL PNEUMATIC	9 GAL. 212cc 135 PSI	WHEEL BARROW AIR COMPRESSOR
OMP-19	2018	CENTRAL PNEUMATIC	30 GAL. 420cc	TRUCK BED AIR COMPRESSOR
OMP-20	2011	DOOSAN	HP375WJD	COMPRESSOR was (ICOMP03)
OMP-21	2010	INGERSOLL RAND	AIRSOURCE PLUS 185	COMPRESSOR was (ICOMP02)
OMP-22	2020	ATLAS COPCO	CPS 185-KD7	COMPRESSOR
OMP-23	2020	ATLAS COPCO	CPS 185-KD7	COMPRESSOR
OMP-24		INGERSOLL RAND	71TZ	COMPRESSOR
OMP-25	2022	CENTRAL PNEUMATIC	9 GAL. 212cc 135 PSI	WHEEL BARROW AIR COMPRESSOR

EMPIRE PAVING EQUIPMENT LIST -2026

D #	Year	Make	Model	Type
OMP-26	2022	AMP	AKAC120	AIR COMPRESSOR
OMP-28	1998	CAMPBELL HAUSFELD	60 GAL	AIR COMPRESSOR
OMP-29	2024	CHICAGO PNEUMATIC	CPS185KOD	COMPRESSOR
OMP-30	2024	CHICAGO PNEUMATIC	CPS400JD	COMPRESSOR
OMP-31	2023	CHICAGO PNEUMATIC	CPS185KoD	COMPRESSOR
OMP-32	2025	ATLAS COPCO	XATS 250KD8	COMPRESSOR
OMP-33	2025	INGERSOLL RAND	SS3J5.5-wb	COMPRESSOR
CONVEYOR & STACKER				**TYPE**
CONV-05		SHOP BUILT / CUTSOM		48' x 52' Electric Conveyor / V- Cleat Belt
CONV-06		SHOP BUILT / CUTSOM		42' x 22' Electric Conveyor / Smooth Belt
CONV-07				40' x 100' Conveyor
CONV-08		TELESMITH		70' Electric
CONV-09	2005	CEC	36X40 TOP TRUSS	36 X 40 CONVEYOR
CONV-12		POWERSCREEN	32' BELT WIDTH, 43' BELT LENGTH, HYD	TRANSFER CONVEYOR
STKR-04		POWERSCREEN	Radial Stacker	28' x 48' (Hydraulic)
STKR-05		POWERSCREEN	Radial Stacker	35' x 60 (Hydraulic)
STKR-06		CEC	Radial Stacker	30' x 60'
STKR-10	2017	ROCKSTER	RST23_Ta	TRACKED CONVEYOR
STKR-13	2021	ANACONDA	7542	TRACK STACKER
STKR-14	2023	ANACONDA	TR6036	TRACK STACKER
DOZERS		**MAKE**	**MODEL**	**TYPE**
DZ-17	2003	JOHN DEERE	450 H	CRAWLER DOZER
DZ-34	2013	JOHN DEERE	700K XLT	CRAWLER TRACTOR DOZER
DZ-38	2015	CAT	D6K	TRACK TYPE TRACTOR / DOZER was (IDZ01)
DZ-39	2017	JOHN DEERE	450K	CRAWLER TRACTOR DOZER
DZ-40	2019	JOHN DEERE	450K	CRAWLER TRACTOR DOZER
DZ-44		KOMATSU	DX155AX-8	
DZ-45	1982	CAT	D8K	CRAWLER DOZER
DZ-46	2024	CAT	D4-16XL VP	CRAWLER TRACTOR DOZER
DUMP TRUCKS		**MAKE**	**MODEL**	**TYPE**
DT-821	2003	MACK	CV713	DUMP TRUCK
DT-822	2003	MACK	CV713 / 700 CV70	DUMP TRUCK
DT-829	2000	MACK HEATED BED	CL713 / 700 CL70	DUMP TRUCK
DT-833	2004	FORD	F550	DUMP TRUCK WITH PLOW AND SANDER
DT-834	2007	MACK NON HEATED BED	CV713 GRANITE / 700 CV70	DUMP TRUCK
DT-835	2007	MACK NON HEATED BED	CV713 GRANITE / 700 CV70	DUMP TRUCK
DT-837	2007	MACK HEATED BED	CV713 GRANITE / 700 CV70	DUMP TRUCK
DT-838	2008	MACK NON HEATED BED	GU713	DUMP TRUCK
DT-840	2004	KENWORTH	T300	DUMP TRUCK
DT-841	2004	PETERBILT	330	DUMP TRUCK
DT-842	2006	MACK NON HEATED BED	CV713 / 700 CV70	DUMP TRUCK
DT-843	2006	KENWORTH	T800B	DUMP TRUCK / TRI-A FLO BOY
DT-844	2006	FORD	F450	DUMP TRUCK
DT-845	2001	STERLING	T/A DUMP	DUMP TRUCK
DT-846	2017	MACK NON HEATED BED	GU713	DUMP TRUCK
DT-847	2017	MACK NON HEATED BED	GU713	DUMP TRUCK / TRI-AXLE
DT-848	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-12)
DT-849	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-09)
DT-850	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-07)
DT-851	2016	MACK HEATED BED	GU713	DUMP TRUCK was (IDT-14)
DT-852	2000	KENWORTH	W9	FLOWBOY / DUMP TRUCK
DT-853	1993	Ford	F800	DUMP TRUCK
DT-854	2020	MACK NON HEATED BED	GR64F	DUMP TRUCK
DT-855	1985	MACK	600 R600	DUMP TRUCK
DT-856	2021	MACK NON HEATED BED	GR64F	DUMP TRUCK
DT-857	1998	KENWORTH	T300	DUMP TRUCK
DT-858	2024	MACK	GR64F	DUMP TRUCK
DT-859	2024	KENWORTH	T880	DUMP TRUCK
DT-860	2024	KENWORTH	T880	DUMP TRUCK
DT-8101	1989	FORD	F800	DUMP TRUCK
ATDT 18		EUCLID	312 TD	OFF HIGHWAY TRUCK
ATDT 19	2014	JOHN DEERE	250D	ARTICULATED DUMP TRUCK
EXCAVATOR		**MAKE**	**MODEL**	**TYPE**
EX-55	2009	CAT	321 DLCR	HYDRAULIC EXCAVATOR
EX-69	2014	CAT	M322D	RUBBER TIRE WHEELED EXCAVATOR

EMPIRE PAVING EQUIPMENT LIST -2026

#	Year	Make	Model	Type
73	2013	CATERPILLAR	305ECR	MINI EXCAVATOR
75	2009	CAT	336DL	HYDRAULIC EXCAVATOR
76	2015	CAT	305.5E2CR MINI	MINI EXCAVATOR
77	2017	VOLVO	EW60E	RUBBER TIRE WHEELED EXCAVATOR
78	2015	CAT	M322D	EXCAVATOR
83	2014	CAT	349F	HYDRAULIC EXCAVATOR was (IEX-07)
85	2014	CAT	336EL	HYDRAULIC EXCAVATOR was (IEX04)
86	2014	CAT	328DLCR	HYDRAULIC EXCAVATOR was (IEX05)
87	2015	CAT	308E2CRSB	HYDRAULIC EXCAVATOR was (IEX06)
91	2007	CASE	CX330	EXCAVATOR
95	2018	CAT	308E2	HYDRAULIC EXCAVATOR
96	2020	CAT	M322F	WHEELED EXCAVATOR
97	2018	CAT	304E2	MINI EXCAVATOR
99	2019	VOLVO	EC160EL	HYDRAULIC EXCAVATOR
100	2016	CAT	325FLCR	HYDRAULIC EXCAVATOR
101	2013	CAT	308ECR	MINI EXCAVATOR
104	2020	CAT	M322F	HYDRAULIC EXCAVATOR
106	2018	CAT	335F	HYDRAULIC EXCAVTOR
107	2021	CAT	M322F	WHEELED EXCAVATOR
109	2021	CAT	M322F	WHEELED EXCAVATOR
112	2016	JOHN DEERE	300GLC	EXCAVATOR
113	2015	JOHN DEERE	250GLC	TRACKED EXCAVATOR
114	2012	DOOSAN	DX180LC	HYDRAULIC EXCAVATOR
116	2017	CAT	M322F	WHEELED EXCAVATOR
117	2018	CAT	308E2	TRACKED EXCAVATOR
118	2023	AGROTK	QH12	TRACKED MINI EXCAVATOR
119	2024	CAT	M322	WHEELED EXCAVATOR
120	2022	XCMG	XE75U	MINI EXCAVATOR
121	2017	VOLVO	EW60E	MINI EXCAVATOR
122	2012	VOLVO	EC250DL	TRACKED EXCAVATOR
123	2024	CAT	M318	RUBBER TIRE WHEELED EXCAVATOR
124	2019	CAT	336	TRACKED EXCAVATOR
ENERATORS		**MAKE**	**MODEL**	**TYPE**
EN-02	1988	MULTI-QUIP	DCA25SSI	GENERATOR
N-08	2000	MULTIQUIP	DCA-45SSIUII	36 KW PORTABLE GENERATOR
EN-12		DETROIT		GENERATOR SET
EN-15		MULTI-QUIP	DB-0501I2 / 45SSIU3 (45KW)	GENERATOR
_N-16		MULTI-QUIP	DCA 70USI (60KW)	GENERATOR
EN-20	2011	HONDA	MULTI-QUIP	EB 3000 GENERATOR
EN-21	2013	HONDA	EB3000	GENERATOR
EN-22		MAGNA PLUS	431PSL1264	GENERATOR / MARATHON ELECTRIC
EN-24	2017	HONDA	EB3000c	PORTABLE GENERATOR
EN-25	2018	HONDA	EB3000c	PORTABLE GENERATOR
EN-26	2016	MULTIQUIP	DCA25SSIU4F	DIESEL POWERED A/C GENERATOR was (IGEN-04)
EN-27	2012	MULTIQUIP	DCA70SSIU2C	DIESEL POWERED A/C GENERATOR was (IGEN05)
EN-28	2015	HONDA	EB3000c	3000 WATT OHV GENERATOR on PU 9-03
EN-29	2019	HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-30		HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-32				
EN-33	2020	HONDA	EB3000c	3000 WATT OHV GENERATOR CYCLOCONVERTER
EN-35	2020	MULTIQUIP		3000 WATT OHV GENERATOR
EN-37	2020	HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-38		MULTIQUIP	GA-3.6HA	3600 WATT GENERATOR
EN-39		MULTIQUIP	GA-6HR	6000 WATT GENERATOR
EN-40		MULTIQUIP	GA-6HR	6000 WATT GENERATOR
EN-41		MULTQUIP	GA-6HR	6000 WATT GENERATOR
EN-42		HONDA	EB3000c	3000 WATT OHV GENERATOR
EN-43				--
EN-44	2021	HONDA	EB3000C	3000 WATT OHV GENERATOR
EN-45		CAT	3150	
EN-46	2022	AMP	AK10KES	10000 WATT GENERATOR
EN-47	2019	PREDATOR		4000 WATT GENERATOR
EN-48	2022	MULTIQUIP	DCA15SPX4F	15000 WATT GENERATOR
EN-49	2023	HONDA	EB2800i	2800 WATT GENERATOR
EN-51	2023	HONDA	EB2800ITA	2800 WATT GENERATOR
EN-52	2024	WINCO	DP3000HR-01/A	3000 WATT GENERATOR
EN-53	2023	WINCO	DP3000HR-01/A	3001 WATT GENERATOR
EN-54	2024	HONDA	EG4000CL	4000 WATT GENERATOR
EN-55	2024	HONDA	EM6500SX	6500 WATT GENERATOR

EMPIRE PAVING EQUIPMENT LIST -2026

D #	Year	Make	Model	Type
_N-56	2024	HONDA	EM6500SX	6500 WATT GENERATOR
_N-57	2025	WINCO	DP7500HE	7500 WATT GENERATOR
RADERS		**MAKE**	**MODEL**	**TYPE**
-06	1993	JOHN DEERE	772BH // in the YARD	GRADER
-09	2003	JOHN DEERE	670CH SERIES II	MOTOR GRADER
CPF-01	2009	GRIZZLY CUB	300T	PAVING FABRIC INSTALLATION MACHINE
OADERS		**MAKE**	**MODEL**	**TYPE**
12	2005	DAEWOO	M300 V	LOADER
13	1999	HALLA	380E	LOADER
-57	2012	CAT	930K	WHEEL LOADER
-60	2002	CAT	980G	RUBBER TIRED LOADER
74	2015	CAT	950M	RUBBER TIRED WHEEL LOADER was (IL03)
-77	2018	CASE	321F	WHEEL LOADER
78	2016	JOHN DEERE	544K	WHEEL LOADER
79	2015	KOMATSU	WA320-7	WHEEL LOADER
-87	2016	VOLVO	L70H	WHEEL LOADER
-90	2018	VOLVO	L70H	WHEEL LOADER
-91	2019	SDLG	L918F	WHEEL LOADER
-95	2021	CAT	930M	WHEEL LOADER
-96	1987	CAT	950B	WHEEL LOADER
100	2018	CAT	966M	WHEELED LOADER
104	2011	DOOSAN	DL300	WHEELED LOADER
107	2024	CAT	980-14 CH	WHEELED LOADER
109	2023	SDLG	L918F	WHEELED LOADER
110	2016	CAT	980M	WHEELED LOADER
_OADER /SKID ST		**MAKE**	**MODEL**	**TYPE**
-56	2009	CAT	299C	SKID STEER
71	2015	CAT	232D	SKID STEER / WHEELED LOADER
-80	2018	CAT	289D	SKID STEER
-81	2016	CAT	249D	SKID STEER
-89	2018	CAT	262D	SKID STEER
L-92	2019	TAKEUCHI	TL12V2	SKID STEER / RUBBER TRACKS
L-98	2018	KUBOTA	SVL95-2S	SKID STEER / RUBBER TRACKS
L-99	2009	CAT	262B	SKID STEER / RUBBER TRACKS
L 102	2021	JCB	409 T4	SKID STEER / WHEELED LOADER
L-105	2024	CAT	262D3	SKID STEER / WHEELED LOADER
L-108	2021	CAT	279D3	SKID STEER / MULTI TERRAIN
PAVERS		**MAKE**	**MODEL**	**TYPE**
P-21	2012	CAT	AP1000E	ASPHALT PAVER
P-23	2011	CAT	AP655D	ASPHALT PAVER
P-24		SALSCO	TRACKED PAVER TP411	SIDEWALK PAVER
P-25	2016	VOGELE	1382/ VISION 5100-2	TRACKED PAVER
P-26	2001	LEEBOY	8500	ASPHALT PAVER
P-27	2018	CAT	AP1000F	ASPHALT PAVER
P-28	2012	LEEBOY	1000F	ASPHALT PAVER
PUMPS		**MAKE**	**MODEL**	**TYPE**
PUMP-21		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-22		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-23		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-24		MULTIQUIP		2' SUBMERSIBLE PUMP
PUMP-25		TSUMURI		2' SUBMERSIBLE PUMP
PMP-26	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-27	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-28	2009	Stancor Inc	P40CHV	4 Submersible Pump
PMP-29	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-30	2009	Stancor Inc	P40CHV / S750HV	4 Submersible Pump
PUMP-31	2009	Stancor Inc	P40CHV / S750HV	4' Submersible Pump
PMP-32	2009	Stancor Inc	P40CHV / S750HV	4' Submersible Pump
PMP-33	2009	Stancor Inc	P40CHV / S750HV	4 Submersible Pump
PMP-36	2009	Stancor Inc	P40CHV	4' Submersible Pump
PMP-37	2009	Stancor Inc	P40CHV	4 Submersible Pump
PMP-38	2009	Stancor Inc	P40CHV	4' Submersible Pump
PUMP-42		BERKELEY PUMPS	B4JQBH	4' IRRIGATION PUMP
PUMP-43	2017	TSURUMI	LB-800	2' 1HP 110V ELECTRIC PUMP
PUMP-44		ENERPAC	PMU-10427	PORTABLE HYDRAULIC TORQUE WRENCH PUMP
PUMP-45	2007	RICE-HYDRO	DPH-3B	HYDROSTATIC PUMP
PUMP-46	2015	BAKER / PRIME-AIRE	PA6C60-(SAE4/10)	CENTRIFUGAL PUMP / TRLR MOUNTED PUMP

EMPIRE PAVING EQUIPMENT LIST 2026

#	Year	Make	Model	Type
MP-47	2015	BAKER / GORMAN-RUPP	PA6C60-(SAE4/10)	TRLR MOUNTED PUMP
MP-48		PREDATOR	2' INTAKE DIS WATER PUMP	INTAKE DIS WATER PUMP
MP-50	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP02)
MP-52	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP04)
MP-53	2015	STANCOR INC	S750 7.5 HP	PUMP was (IPMP05)
MP-54	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP06)
MP-55	2015	STANCOR. INC	S750 7.5 HP	PUMP was (IPMP07)
MP-56	2015	STANCOR. INC	P40C HV/ S750HB	PUMP was (IEP10)
MP-57	2015	STANCOR. INC	P40C HV/ S750HB	PUMP was (IEP11)
MP-58	2015	STANCOR. INC	P40C HV/ S750HB	PUMP was (IEP03) ?
MP-59		STANCOR. INC	P40C HV/ S750HB	SUBMERSIBLE PUMP
MP-61	2020	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-62		CHEMGROUT	CG500 2C6A	AIR POWERED, PROGRESSIVE CAVITY PUMP
MP-64	2020	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-66	2021	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-67	2021	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-68	2021	STANCOR. INC	SSDS-100	SUBMERSIBLE PUMP
MP-69	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-70	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-71	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-72	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-73	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-74	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-75	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-76	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-77	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-78	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP-79	2021	WACKER	PS2 500	SUBMERSIBLE PUMP
MP82	2021	WACKER	PS32200	SUBMERSIBLE PUMP
MP-83	2022	WACKER	PS2500	SUBMERSIBLE PUMP
MP-84	2022	WACKER	PS2500	SUBMERSIBLE PUMP
MP-85	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-86	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-87	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-88	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-89	2022	WACKER	PS2800	SUBMERSIBLE PUMP
MP-90	2022	LIBERTY	FL51M-2	EFFLUSNT PUMP
MP-91	2022	WACKER	PS2500	SUBMERSIBLE PUMP
MP-92	2022	MULTIQUIP	ST2037	SUBMERSIBLE PUMP
MP-93	2022	WACKER	PS2 800	SUBMERSIBLE PUMP
MP-94	2022	WACKER	PS2 800	SUBMERSIBLE PUMP
MP-95	2022	AMP	AKWP30	TRASH PUNP
MP-96	2015	STANCOR. INC	P40C HV/ S750HB	4' SUBMERSIBLE PUMP
MP-97		SCHWING	SP-500	CONCRETE PUMP
ROLLERS		**MAKE**	**MODEL**	**TYPE**
R-26	2001	INGERSOLL RAND	DD24	VIBRATORY DOUBLE DRUM / ASPHALT ROLLER 3 TON
R-31		SHEEPSFOOT		TOW BEHIND ROLLER
R-36	1985	HYSTER	C627B	ASPHALT / DOUBLE DRUM / 80" ROLLER
R-39	2006	INGERSOLL RAND	DD24	VIBRATORY / ASPHALT ROLLER 3 TON
R-51	2003	INGERSOLL RAND	PT125R	PNEUMATIC COMPACTOR 4TON
R-56	2001	CATEPILLAR	PS150B	9 WHEEL PNEUMATIC 5TON
R-59	2004	LEEBOY	420	PNEUMATIC TIRE TRAFFIC ROLLER 2.5-3TON
R-61	2012	WACKER	RD12A-90	HYDROSTATIC / DOUBLE DRUM ROLLER 1 TON
R-66	2013	HAMM	HD 14VV	TANDEM, ASPHALT VIBRATORY ROLLER 5 TON
R-68	2009	BOMAG	BW211 D-40	VIBRATORY DRUM ROLLER 10 TON
R-69	2011	CAT	CB14XW	TANDEM,VIBRATORY ROLLER w/ 32 in DRUMs 1.5 TON
R-70	2013	BOMAG	BW 138 AD-5	TANDEM,VIBRATORY ROLLER 4 TON
R-72	2012	BOMAG	BW138AD	TANDEM VIBRATORY ROLLER 4 TON
R-73	2012	BOMAG	BW284 AD	TANDEM VIBRATORY ROLLER 14 TON
R-74	2012	BOMAG	BW284 AD	TANDEM VIBRATORY ROLLER 14 TON
R-77	2012	VOLVO	DD14	TANDEM VIBRATORY ROLLER 1.5 TON
R-78	2011	BOMAG	BW211D-40	ROLLER
R-79		WACKER	RT82-SC	TRENCH VIBRA DBL DRUM 32IN DSL WALK BEHIND
R-83	2007	BOMAG	BW124DH-3	VIB ROLLER
R-84	2014	WACKER	RTSC3	TRENCH ROLLER was (IRC-01)\
R-85	2012	HAMM	HD12VV	TANDEM ROLLER was (IR-10)
R-86	2015	CAT	CS56B	ROLLER was (IR-01)
R-89	2014	BOMAG	BW177DH-DH50	VIBRATORY ROLLER

EMPIRE PAVING EQUIPMENT LIST 2026

D #	Year	Make	Model	Type
91	2014	BOMAG	BW211D-50	VIBRATORY ROLLER
92	2019	BOMAG	BW 211D-5	VIBRATORY ROLLER
93	2014	CAT	CW34	PNEUMATIC ROLLER
94	2022	BOMAG	BW900-50	ARTICULATED TANDEM ROLLER
96	2012	BOMAG	BW284AD	TANDEM VIBRATORY ROLLER 14 TON
97	2020	BOMAG	BW206AD-5	TANDEM VIBRATORY ROLLER
98	2021	VOLVO	DD35B	54' VIBRATORY / SMOOTH DRUM / 4 TON
99	2019	BOMAG	BW11RH	68' 9 WHEEL PNEUMATIC ROLLER
100	2021	BOMAG	BW 206 AD-5-AM	ARTICULATED TANDEM ROLLER
101	2023	BOMAG	BW138 AD-5	54' TANDEM VIBRATORY ROLLER
102	2021	XCMG	CV83PDU	66' VIBRATORY
103	2018	BOMAG	BW138AD-5	54' TANDEM VIBRATORY ROLLER
104	2023	BOMAG	BW206AD-5 AM	84' ARTICULATED TANDEM ROLLER
SAWS		**MAKE**	**MODEL**	**TYPE**
SAW-15		TARGET	MCSII	ROAD SAW
SAW-28	2007	HUSQVARNA	TARGET PAC IV 13H PUSH	CONCRETE ROAD SAW
SAW-42		TARGET	SUPER 65050	
SAW-46		WACKER	BFS1318AS	WALK BEHIND PUSH SAW
SAW-51	2012	HUSQVARNA	FS 400 LV	WALK BEHIND PUSH SAW
SAW-52	2014	STIHL	TS 420	CUTQUICK 14 'XX20MM
SAW-53	2014	STIHL	TS 420	CUTQUICK 14"XX20M
SAW-54	2014	STIHL	MS 211C	CHAINSAW
SAW-55	2016	STIHL	TS 420	CUTQUICK 14' GUARD CUT OFF
SAW-57	2015	HUSQVARNA	K970 II	14' CUT OFF SAW 5.1HP/94CC
SAW-59	2017	HUSQVARNA	FS400	WALK BEHIND SAW 18' GUARD
SAW-60	2017	STIHL	TS420	14 CUT-OFF SAW 66.7 CC
SAW-61	2017	HUSQVARNA	K970	16' CUT-OFF SAW
SAW-62	2019	HUSQVARNA	K970	16' CUTOFF SAW
SAW-64	2019	STIHL	TS420	14' CUT-OFF SAW
SAW-65	2016	HUSQVARNA	K-970-II	16" CUT-OFF SAW GASOLINE POWERED
SAW-67	2020	HUSQVARNA	K-970	16' CUT OFF SAW GASOLINE POWERED
SAW-68	2020	DEWALT	DEEP CUT BAND SAW KIT	DEEP CUT BAND SAW KIT
SAW-69	2020	HUSQVARNA	550XP	CHAINSAW
SAW-70	2019	HUSQVARNA	K970	16' CUTOFF SAW
SAW-71	2019	HUSQVARNA	K970	16' CUTOFF SAW
SAW-72	2019	HUSQVARNA	550XP	18' CHAIN SAW
SAW-75	2018	Husqvarna	K770	14' CUTOFF SAW
SAW-76	2020	Husqvarna	K770	14' CUT-OFF SAW
SAW-77	2020	Core Cut CC6561GK-36	CC6561GK-36	36' Road SAW 'GAS'
SAW-78	2020	Husqvarna	562XP	20' CHAINSAW
SAW-79	2021	ICS	SAW 890F4 & POWER PACK: P95	HYDRAULIC CONCRETE SAW & POWER PACK
SAW-80	2021	HUSQVARNA	K3600MK II	HYDRAULIC CONCRETE RING SAW
SAW-81	2021	HUSQVARNA	K970	16' CUTOFF SAW
SAW-82	2020	HUSQVARNA	K770	14' CUT-OFF SAW
SAW-83	2021	STIHL	MS 170	CHAINSAW
SAW-85	2021	HUSQVARNA	365	18' CHAINSAW
SAW-86	2019	HUSQVARNA	K970	14' CUTOFF SAW
SAW-87	2021	HUSQVARNA	K770	14' CUTOFF SAW
SAW-88	2021	HUSQVARNA	K970 III	16' CUTOFF SAW
SAW-89	2021	HUSQVARNA	K770	14 CUTOFF SAW
SAW-90	2022	DEWALT	DWE7491RS	10' PORTABLE TABLE SAW
SAW-91	2022	HUSQVARNA	K770	14' CUTOFF SAW
SAW-92		SLUGGER BY FEIN	MCCS14 51305	14 METAL CUTTING SAW
SAW-93	2021	NORTON	C2024SS	14' 24 CONCRETE SAW
SAW-94	2022	HUSQVARNA	K970	14' CUTOFF SAW
SAW-95		STIHL	TS420	14' CUTOFF SAW
SAW-96	2022	HUSQVARNA	450 RANCHER II	20' CHAINSAW
SAW-97	2022	HUSQVARNA	K770	14 CUTOFF SAW
SAW-98	2023	JET	CS-315-1	VARIABLE METAL CUTTING SAW
SAW-99	2024	HUSQVARNA	L970	14' CUTOFF SAW
SAW-100	2025	HUSQVARNA	K770	14' CUTOFF SAW
SAW-101	2025	HUSQVARNA	K970	14' CUTOFF SAW & PUMP SPRAYER
SAW-102	2025	HUSQVARNA	K970	14' CUTOFF SAW
SAW-103	2025	HUSQVARNA	FS400	20' WALK BEHIND
SAW-104	2025	HUSQVARNA	K970	14' CUTOFF SAW
SAW-105	2025	HUSQVARNA	K770	14' CUTOFF SAW
SAW-106	2025	HUSQVARNA	K970	14 CUTOFF SAW
SCREENERS		**MAKE**	**MODEL**	**TYPE**
SCR-16		SIMPLICITY	6x20	SCREEN ON STAND @ MODERN

EMPIRE PAVING EQUIPMENT LIST 2026

#	Year	Make	Model	Type
17		SIMPLICITY	6x20	SCREEN @ MODERN
-26		GRIZZLY	GRAVITY SCREEN	DOUBLE DECK SCREENING PLANT
-34	2002	CEC	6x16	DOUBLE WHEELED SCREENER
-38	1988	READ	RD-90 SCREEN-ALL	PORTABLE SCREENING PLANT
-41	2020	RDO	512 2 DECK TRACK SCREENER	TRACK SCREENER
-44	2018	ROCKSTER	RTT720A	TROMMEL SCREENER
-47	2023	ANACONDA	DF514	BELT FEED SCALP SCREENER
-49	2001	EXTEC	ROBOTRAC	TRACK SCREENER
-50	1999	CEC	SCREEN IT	DOUBLE WHEELED SCREENER
01	1990	CALENCO	30x78 TP20H	PPM20
01	2013	FLEXCO	LSHD48 BELT CLAMP	BELT CLAMP w/ 4 SHACKLES
02	2013	FLEXCO	840 SERIES	ALUMINUM BELT CUTTER
/EEPERS		**MAKE**	**MODEL**	**TYPE**
P-06		HOLMES	SH-3.0	ANGLE BROOM
P-07	1999	ELGIN	BROOM BEAR / MED CONV	DUAL SWEEPER
P-10	2001	FREIGHTLINER	FL70 / BROOM BEAR	SWEEPER
P-11	1989	MOBIL	7200 SWEEPER TRUCK	SWEEPER
P-13	2005	ELGIN	BROOM BEAR	SWEEPER was ISWP01
P-14	2020		WALK BEHIND SWEEPER	WALK BEHIND SWEEPER
P-15	2002	POWER BOSS	CSS/95	SWEEPER / SCRUBBER
P-16	1999	ELGIN	PELICAN	SWEEPER TRUCK
P-18	2009	JOHNSTON		SWEEPER
UCKS - CRASH		**MAKE**	**MODEL**	**TYPE**
-01	1999	INTERNATIONAL	4700	CRASH TRUCK
-02	2000	INTERNATIONAL	4700	CRASH TRUCK
-03	2000	INTERNATIONAL	4700	CRASH TRUCK
-04	2000	GMC	C-SERIES	CRASH TRUCK was (ICT-01)
-05	2001	GMC	C-SERIES	CRASH TRUCK was (ICT-04)
-06	2008	FORD	F650	CRASH TRUCK
-07	2004	KENWORTH	T300	CRASH TRUCK
UCK - FLAT/RA		**MAKE**	**MODEL**	**TYPE**
-01	1986	FORD	F800	FLAT BED TRUCK
-02	2000	INTERNATIONAL	4900	FLATBED TRUCK
-03	1999	INTERNATONAL	4700	FLATBED TRUCK
-05	1999	INTERNATIONAL	4700	FLATBED / CONE TRUCK
-06	2008	FORD	F350	RACK TRUCK
-07	2000	FORD	F550	RACK TRUCK
-10	2007	INTERNATIONAL	4300	FLATBED TRUCK
-12	2015	DODGE RAM	550	RACK TRUCK
-13	2015	DODGE RAM	550	RACK TRUCK
-14	2016	DODGE RAM	550	RACK TRUCK
-15	2021	DODGE RAM	4500	RACK / PAVING CREW
-16	2014	DODGE RAM	4500	RACK TRUCK
-17	2013	INTERNATIONAL	4300 SER	RACK TRUCK
-18	2020	DODGE RAM	4500	RACK TRUCK
-19	2017	INTERNATIONAL	4300	RACK TRUCK
-20	2004	PETERBILT	330	FLATBED TRUCK
-21	2019	INTERNATIONAL	MV607	FLATBED / CONE
-22	2017	FREIGHTLINER	M2	FLATBED / CONE
-23	2025	CHEVY	3500 SILVERADO	FLATBED TRUCK
RUCK - LUBE TR		**MAKE**	**MODEL**	**TYPE**
-03	2007	KENWORTH	T300	LUBE TRUCK
RUCK - WATER T		**MAKE**	**MODEL**	**TYPE**
-02	1975	MACK	DMM811	WATER TRUCK
-03	2005	FORD	F750 XL	WATER TRUCK
-04	2006	FORD	F650	WATER TRUCK
-05	2007	INTERNATIONAL	7000 SERIES	WATER TRUCK was (IWT-01)
-06	2007	INTERNATIONAL	7000 SERIES	WATER TRUCK was (IWT-02)

Established in 1967
EMPIRE PAVING
General Contractors

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CURRENT PROJECTS

Project Number, Name, Town and State Located	Prime (P) or Sub (S)	Project Description	Estimated Date of Completion (format xx/xx/xx)	Current Amount of Contract Awarded to you **OR Pending Award**	Amount of Work Completed on the Job	Amount of Work Remaining by Applicant
					$0	$0
DOT 36-203	P	Design Build Route 8 Rehabilitation	07/27/29	$126,039,333	$72,953,884	$53,085,450
DOT 0130-0173 Southbury	P	I-84 Intersection Interchange 14 Imps.	06/01/26	$9,197,282	$9,023,990	$173,292
DOT 0130-0193 Southbury/Middlebury	P	I-84 Pvmt. Rehab.&Rcconst.(PRRP)	11/30/26	$35,231,510	$20,240,105	$14,991,405
DOT 0028-0207 Colchester	P	Resuft.,Rehab.,&Safety Imps. Rte. 2 & Rehab.,Br.03395&03396 WB/EB Rte. 85	11/30/27	$30,922,404	$0	$30,922,404
			TOTAL	$201,390,529	$102,217,979	$99,172,550

...nc. EMPIRE PAVING COMPLETED PROJECTS/CONTRACT DESCRIPTION

START DATE	COMP DATE	EMPIRE PAVING:COMPLETED PROJECTS/CONTRACT DESCRIPTION	SUB OR PRIME	CONTRACT AMOUNT	DOT ASSOCIATED GROUP #(S)	OWNER'S PROJECT NUMBER	LOCATION OF ACUTAL WORK PERFORMED TOWN, STATE	PROJECT CONTACT INFORMATION FULL NAME, ADDRESS AND PHONE # OF OWNER	OWNER'S EMAIL ADDRESS
1/1/2016	Feb. 2024	Widening of Route 6 from Carol Drive to Peggy Lane Addition of east bound lane to reduce congestion ,Site work,Earthwork,Concrete Restoration, milling, paving, drainage, cross slope, traffic signals, concrete sidewalks & ramps, signage, utilities overhead and under ground, line striping and landscaping	Prime	$ 12,870,631.23	1,2, 3, 5, 6, 7 13, 14, 16, 17 20, 23	17 182	Bristol, CT	Ravi Chandran State of CT DOT 860-594-2680	Ravi.chandran@ct.gov
4/16/2018	2020	Relocation of NB on Ramp to Rt 15 at Interchange 65; Constructing at grade on-ramp, eliminating on-ramp with stop ign entry, modified sidewalk new concrete curb, installed new bridge membrane, ignage, traffic signals, landscaping, milling, paving, retaining walls, Storm drainage, instnlled guard rails, road widening on River Road	Prime	$ 2,494,846.58	1, 2, 3, 4, 6, 7 8, 13, 14, 16, 17 20, 23	148-200	Wallingford, CT	Matthew Cleary Assistant District Engineer 203-389-3120	Matthew.cleary@ct.gov
7/16/2018	In Progress	Rehabilitation of Bridges 1-84 & Rte 8 Mixmaster Construction of a temporary roadway for the Rt 8 NB traffic while the current Rt 8 NB roadway is being rehab. The temporary roadway ad 3 separate temporary bridges, 2 that spanned the Naugatuck River and one that spanned Freight St Waterbury. Bridges were constructed on precast DoubelWal abutments. EFI designed and built these bridge abutments to suppo. the temporary bridges and be easily removed when the road is removed at the end of the project. 10,000 yards of fill was brought in to build the temporary highway between these bridges. The fill was placed on top of a protective layout fabric to aid in later removal. The temp Rt 8 has its own drainage system, When the temporary road was paved, traffic was transferred onto it over over single weekend shut down where the transition from RT 8 to the new temp Rt 8 was constructed. In addition to the temp RT 8 NB, a temporary turn around was constructed at Exit 35 to aid in guiding traffic back to 84 EB. The turn around was constructed to split cars and allow them to either exit to Exit 35 or get back on Rt 8 SB.	SUB	$ 10,820,202.83	1, 2, 3, 5, 6, 7,8,Minor Bridges 12; 20, 24,	DOT 151-326	Waterbury, CT	Walsh Construction	twood@walshgroup.com
4/23/2019	Completed	Higganum Road Improvements- Remove old drainage culvert under roadway. Install sheet piling, bypass pipes, box culverts wingwalls, and parapets to replace existing drainage pipes. Perform surface path repairs, install underdrain throughout the project. Install two new headwalls, poured onsite. Replace drainage tops and install new RCP. Install all new signage, guardrail and anchors throughout the length of the project. Mill, shim. and overlay entire project. Joints and membrane,Curb,Pavement Markings, Topsoil and seed project from one end to other.	Prime	$ 2,205,540.00	1-2-3-5-6-14-16-18-19-20-23	L037-0002	Durham, CT	Town of Durham CT	
7/9/2019	2022	MNR Waterbury Branch Comm Signal Infrastructure Improvement Project. Contract #116926 This job consisted of adding positive train control to 28 miles of MNRR along the Waterbury train line between Devon and Waterbury. Work consisted of working closely with Ducci Electrical to add all necessary electrical components. Site work,Utility work, Environmental waste removal. This included 40 electrical houses installed on foundations. 15,000 FT of precast tray to hold wires.Drainage improvements at 8 crossing locations. The project spanned roughly 2 years and work was 6 days a week as limit interference with travelling trains.	Sub	$ 9,586,745.60	1-2-21-22-24	B2032-6000	Waterbury, CT	Metro North Rail Road- Ducci	

11/18/2019	2021	Reconstruction of Interchange 33 on I-95 Stratford CT- Construction new on & off ramps at Exit 32, including new bridge off-ramp and widening of existing bridge including bearings, membrane waterproofing, asphaltic plug joints structural steel girder and concrete reinforced deck and parapet, installation of 3 Noise Barrier Walls, construction of cast-in-place and precast retaining walls with concrete formliner storm water and sanitary sewer drainage installation, granite & concrete curb, sidewalk & ramps, handling of asbestos and Raymark Waste materials, milling, paving, linestriping, signage, electrical including fiber optic and new intersection signalization with video monitoring, F shape barrier installation, guiderail, overhead sign structures (4-chord truss) and drilled shaft sign foundations, landscaping, Bridge painting, Traffic control, Signing Delination, Fencing, Temporary traffic control.	Prime	$ 28,857,927.57	1-2-3-5-6-7-9-11-13-14-15-16-17-18-19-20-23-24	DOT 138-248	Stratford, CT	CT DOT	Patrick.canuto@ct.org
2/12/2020	In Progress	2015B-35 South Hartford Conveyance and Storage Tunnel, Arlington, Newington and New Britian MDC-Project scope includes the installation of over 5,700LF of storm and sewer pipe, 24 precast manholes 7 cast in place structures, 2 cast in place inlet control gate chambers and the associated odor control buildings. The project is located Hartford and West Hartford and constructed in the highly sensitive varved clays typical of this area. Microtunneling is being used for the installation of 1,130' of 57" HOBAS pipe and 2,690 of 42" RCP pilot tube guided boring the installation method for 1,240' of 30" HOBAS; and the remainder of the pipe installation is via excavation up to 28' in depth. Empire is responsible for the design of all of the support of excavation systems and the extensive geotechnical monitoring associated with the open excavations and trenches pipe installations. In addition to the pipe and manhole installations there is a significant amount of cast in place concrete work to build structures that will control and monitor the combined sanitary and storm water flows. This project will eventually connect into the larger 18' diameter tunnel project which is expected to be completed in 2025. The collective purpose for these projects is to drastically lower the amount of sewage material that overflows into the local waterways during large rain events.	Prime	$ 37,600,842.00	1-2-3-5-14-15-16-17-20-23-24-25A	2015B-35	W Hartford/Hartford, CT	MDC-	khutchinson@themdc.com
3/1/2020	Feb. 2024	Intersection Improvements on Route 108 (Nichols Ave) At Silver Lane & Armory Road Trumbull and Stratford- Widening of Rt 108 to accommodate a climbing lane, reconstruction of concrete sidewalks & curbing, landscaping, chain link fence installation at St. John's Cemetery, storm water drainage installation, minor watermain repairs, landscaping, electrical upgrades including video monitoring, milling, paving, linestripings	Prime	$ 1,430,114.20	1, 2, 3, 5, 6, 13, 14, 15, 16, 17 20, 23	DOT 144-196	Trumbull/Stratford, CT	State of CT	P Chandra
4/1/2020	In Progress	Intersection and Safety Improvements on Newtown Road SR 806-The job consisted of widening approximately 1600 FT of Newtown Rd, installing four 11FT travel lanes and turn lanes, excavation and construction of a precast retaining wall replacement of existing drainage, milling & paving, linestriping, utility relocations, concrete and bituminous concrete curb, concrete sidewalks & ramps, new guiderail components, new fence, landscaping, electrical modifications and addition of vehicle monitoring to the area, watermain and sanitary sewer installations.	Prime	$ 9,189,529.05	1, 2, 3 5, 6, 7 13, 14, 15, 16, 17 18, 20, 23, 24	DOT 34-347	Danbury, CT	DOT Mark Sosnowski	john.dunham@ct.gov

4/21.2020	1/31/2021	Replacement of Bridge North Road Extension over Coles Brook (Bridge No 05939) Town of Cromwell Project consisted of replacing deteriorated twin 60' culvert pipes under No. Rd Ext while keeping the water flowing. The road was closed to traffic. Temporary piles were drilled down along side each of the existing culvert pipes, steel plates were driven behind the drilled piles to support the earth while the culvert pipes were removed. In addition to supporting the earth a 36' gas main and an 8' gas was supported that ran perpendicular to the existing culvert. Handling water by installing temporary bypass pipe during culvert removal and reconstruction. Install new 28 FT wide precast concrete 3-sided box culvert supported by micropile footings drilled into sound rock. The new box culvert was set in 13 pieces and slid under the supported gas mains. Cast-in-place wingwalls and headwalls installed along with concrete formliner & stain. New asphalt roadway installed over the new box culvert. Guiderail, concrete sidewalks installed. Roadway reopened to traffic in 3 months.	Prime	$ 1,956,422.00	1, 2, 3, 5, 6, 7,8, 13, 14, 15, 16, 17 18, 20, 23, 24	No 33-132	Cromwell, CT	Maria Hodge	[redacted]
4/30/2020	11/30/2020	Markham Airport B019-25— Coordinate with Utility companies to relocate utility conflicts. Project consists of 7 stages of construction along with 9 separate baselines for construction. Construct new approaches and new roundabout on US Route 1 and Route 22 interchange. Clear and Grub project, install E & S controls using best management practices. Install cofferdam, water bypass, perform drainage installation. Build new temporary roadways to create room to construct new roundabout and approaches including splitter islands from all direction with special granite curbing. Roundabout and splitter islands contains galvanized reinforcement and specialized stamped concrete. Perform full depth reconstruction throughout the project Remove temporary roadways, install granite, concrete, and bituminous curbing. Install sidewalks, ramps, driveways and imprinted concrete. Fully restore, topsoil, seed, and landscape entire project.	Prime	$ 1,081,266.90	1-3-5-13-16-17-20-23	Meriden02	Meriden, CT	Meriden airport	pete.enzien@stantec.com
5/1/2020	./8/2021	City of Meriden Overflow Culvert at Amtrak Bridge Earth Work,Rail Sub grade, placing of ballast, Installation of overflow culverts. Install steel casing pipes by jacking, grouting, headwalls and reconstrction of parking lot.	Prime	$ 2,982,102.50	2, 21	B019-04/Harbor Brook	Meriden, CT	Peter Enzien	Pete.enzien@stantec.com
6/9/2020	1/31/2021	Town of Glastonbury Boulevard Pavement Rehabilitation. The job consisted of improvements along Glastonbury Blvd.Concrete Restoration,Paving, Road Construction,Traffic Control & Illumination,Signing Delineation Pavement Markings,Landscaping: Work consisted of replacing all catch basin tops with new tops. New handicap ramps were installed at all intersections along with new granite curb. 3 crosswalks were added to aid in pedestrian crossing. The crosswalks consisted of new signals with flashing beacons. The entire road was milled and paved and received new line striping. The job also consisted of adding 2 bus pads and bus shelters along Glastonbury Blvd. Finally all areas were restored with new topsoil and grass seed.	Prime	$ 1,823,382.30	3-5-6-13-14-16-23	L053-0003	Glastonbury, CT	Stephen Braun,	Stephen.braun@glastonbury-ct.gov

7/5 .2020	2022	Modern Roundabout at U.S. Route 1 and Route 22, Town of Guilford, Branford, & No. Branford— Coordinate with Utility companies to relocate utility conflicts. Project consists of 7 stages of construction along with 9 separate baselines for construction. Construct new approaches and new roundabout on US Route 1 and Route 22 interchange. Clear and Grub project, install E & S controls ing best management practices. Install cofferdam, water bypass, perform drainage installation. Build new temporary roadways to create room to construct new roundabout and approaches including splitter islands from all direction with special granite curbing. Roundabout and splitter islands contain galvanized reinforcement and specialized stamped concrete. Perform full depth reconstruction throughout the project. Remove temporary roadways, install granite, concrete, and bituminot curbing. Install sidewalks, ramps, driveways, and imprinted concrete. Fully restore, topsoil, seed, and landscape entire project.	Prime	$ 2,957,573.34	1-2-3-4-5-6-7-14-16-20-23	DOT 59-164	Tri-towns	State of CT	Matthew S. Cleary district 3
5/20/2021	In Progress	Resurfacing, Bridge and Safety Improvments on Route 2 From Hartford to Glastonbury. The project consists of lead & asbetos abatememnt, clearing & grubbing, earth exc. cone. Pvmt. Cutting, milling, cofferdam, catch basin. sedimentation control, milling and paving,joint crack repair,removal and replace bridge decking, remove & replace str. steel, jacking bridges, manholes, electrical work, high density polyethylene piping, membrane waterproofing, curbing, bridge rail, turf establishment, traffic signals, camera assembly.	Prime	$ 61,786,112.84	1,2,3,5,5C,7A,9,10,19A	DOT 42-317	District #1 East Hartford	John Gebhard/ Lukasz Obrebski PE District #1	
12/29/2021	In Progress	High Friction Surface Treatments on State Roads in Various towns. The project consists of clearing & gubbing, surface patching, high friction urface treatment, filling joint cracks, paving, catch basin. pavement markings	Prime	$ 2,210,876.43	5,	DOT 171-469	Hartford, Bristol, New Britain, New Haven, Waterbury, Meriden	Michael Capanna PE	
3/29/2022	In Progress	RFR#6040-Resurfacing of Main Street and Replacement of Bridge No 05354 over Amtrack and Southern Railroad. The Construction Project is to provide for the resurfacing of Main Street from Park Street northerly to Gold Street for a distance of approximately 2,600 feet, and for the rehabilitation of Bridge No 05354 carrying Boce Barlow Way over the Amtrak and Connecticut Southern Railroad facilities The resurfacing of Main Street includes, but is not limited to, pavemen milling a. d overlay, drainage improvements including replacement of catch basins, repair of concrete bud pads, installation of concrete idewalks and ramps, granite stone curbing, delineation of dedicated bicycle lanes, and installation of pavement markings and signing. The rehabilitation of Bridge No 05354 includes, but is not limited to, deck and sidewalk patching, replacement of the existing membrane waterproofing and expansion joints, pavement overlay, reconstruction of concrete approach sidewalks including replacement of granite stone curbing, and installation of pavement markings	Prime	$2,356,540.27	1,2,3,5,5C,7A,9,10,19A,	City of Hartford RFE6040-Hartfo6040	City of Hartford Procurement Services 550 Main Street Room 100 Hartford CT 06103 860-757-9616	Frank Dellaripa PE City of Hartford	
7/1/2022	Feb. 2024	Pavement Preservation Program-Mill & Overlay in the Towns of Vernon, Tolland & Willington. The Project consists of milling & paving, rumble strips, catch basins, membrane waterproofing, bridge rail, video cameras.	Prime	$22,405,696.55		DOT 0146-0204	District #1 Rocky Hill	Mr. Joseph D'Agostino, Trans. Dist, Engr. 2	

'L 2023	In Progress	Reconstruction of Brewer St. East Hartford, CT This bid includes reconstruction of approximately 3,230 feet of Brewer Street from Main Street (Route 517) to a point approximately 150 feet east of Jefferson Lane in the Town of East Hartford. The work includes a full-depth roadway reconstruction, replacement of the existing culvert at Pewterpot Brook, a new traffic signal at Brewer Street and Glenn Road, new roadway drainage systems, new granite curbing, new concrete sidewalks primarily on the south side of the roadway signing and pavement markings, and maintenance and protection of traffic.	Prime	$7 735,889.65		DOT 42-318	Town of East Hartford	Douglas Wilson, Town Engineer 860-291-7382	
6/' /2023	In Progres	Design-Bi ild/Resurfacing, Bridge Rehab. & Safety Imps. On Route 8, City of Shelton, City of Derby, City of Ansoi ia & Town of Seymour Consisting of pavement rehab. highway & traffic engineering, bridge rehab. roadway drainage and cross culvert, investigation and repairs, guardrail and median barrier upgrades, upgrade illumination, etc.	Prime	$77,321,325.00		DOT 0036-0203	District #4 Thomaston	Mr. Christopher Zukowski Resident Engineer Mr Joshua Bartkus Project Engr.	
3/1/2024	In Progress	Interstate 84 Intersection/Interchange 14 Improvements in the Town of South ry. The project consists of clearing & grubbing, handling controlled materials, excavation, cut bit. Conc. water pollu tion control, milling and temp pavement, catch basins, drainage, structural steel, pipe work, bridge work, metal beam rail, landscaping, lighting, cameras, li ne stripping.	Prime	$7,416,992.24		DOT 0130-0173	District #4 Thomaston	Mr John Lee, District Engineer Mr. Shawn Beaulieu, PE Trans Supervising Engineer 203-591-3563	
4/1/2024	In Progress	I-95 SB Safety Improvements in Groton, No. Stonington & Stonington. The project consists of clearing & grubbing, earth excavation, water pollution control, milling, temp. paving, rumble strips, plug joints, catch basins and tops, reconst. Bridge end block, metal beam rail, turf establishment, highway lighting, cameras.	Primer	$36,928,084.05		DOT 0058-0307	District 2 Norwich	Mr. Patrick McNamara, Transportation Engineer 3, 860-823-3226	
	Feb. 2024	New Haven Rail Yard East End Grading, Temporary Traffic control, Ballast,Fine milling, paving HMA	Sub	$ 104,600.00	5,6,20,21	DOT 301-182	New Haven, CT	New Haven Rail East End	Anthony Rebeiro
	Feb. 2024	New Haven Rail Yard West End Grading,Fine Milling, Paving HMA. Temporary Traffic Control,Ballast.	Sub	$ 912,980.00	5,6,20,21	Dot 300-138	New Haven, CT	New Haven Rail West End	Anthony Rebeiro

Established in 1967
EMPIRE PAVING
General Contractors

30 Bernhard Road • North Haven, CT 06473
(203) 752 0002 • (203) 752-0242 FAX
www.empirepaving com

School Paving Client References

East Hampton High School
15 N Maple Street East Hampton CT
Client: Colossale Concrete
Work Description Fine grading and paving of parking lots
Project Completed 2017

Chamberlain Elementary School
120 Newington Ave New Britain CT
Client Consolidated School District of New Britain
Work Description Reclaim existing fine grade and paving of parking lots
Project Completed 2018

Shelton High School
120 Meadow Street Shelton CT
Client Shelton Public Schools
Work Description Milling and paving of running track
Project Completed 2018

Cheshire High School
525 S Main Street Cheshire CT
Client J A Rosa Construction
Work Description Fine grading and paving of sidewalks
Project Completed 2018

Hopkins School
986 Forest Road New Haven CT
Client: DeRita Construction
Work Description Paving of running track
Project Completed 2019

New London High School
490 Jefferson Ave New London CT
Client: Gerber Construction
Work Description Fine grading and paving of parking lots
Project Completed Ongoing (2020- 2023)

East Hartford High School
869 Forbes Street East Hartford CT
Client: East Hartford Public Schools
Work Description Reclaim existing fine grade and paving of parking lots and sidewalks
Project Completed June 2021

Synergy Alternative High School
40 Butternut Street East Hartford CT
Client. East Hartford Public Schools
Work Description Reclaim existing fine grade and paving of parking lots and sidewalks
Project Completed July 2021

Cheshire Academy
10 Main Street Cheshire CT
Client: Cheshire Academy
Work Description Reclaim existing fine grade and paving of parking lots
Project Completed July 2021

Huckleberry Hill Elementary School
100 Candlewood Lake Road Brookfield CT
Client· Gerber Construction
Work Description Fine grading and paving of parking lots
Project Completed Ongoing (2022 2024)

East Hampton High School
15 N Maple Street East Hampton CT
Client. Mountain View Landscapes
Work Description Fine grading and paving of track and tennis courts
Project Completed November 2021

Windsor High School
50 Sage Park Road Windsor CT
Client. Astroturf
Work Description Milling and paving of running track
Project Completed June 2022

Ana Reynolds Elementary School
85 Reservoir Road Newington CT
Client: Gerber Construction
Work Description Fine grading and paving of parking lots and sidewalks
Project Completed Ongoing (2022 2024)

Farmington High School
10 Monteith Drive Farmington CT
Client Gerber Construction
Work Description Fine grading and paving of parking lots and sidewalks
Project Completed Completed August 2022

Pleasant Valley Elementary School
591 Ellington Road South Windsor CT
Client Colossale Siteworks
Work Description Fine grading and paving of parking lots and sidewalks
Project Completed Ongoing (2022 23)

North Haven High School
55 Bailey Road North Haven CT
Client: DeRita Construction
Work Description Paving of running track
Project Completed 2022

Watertown High School
324 French Street Watertown CT
Client Astroturf

Work Description Milling and paving of running track
Project Completed Ongoing

REQUEST FOR PROPOSAL #8742
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
Driggs Elementary Parking Lot Improvements

ATTACHMENT E
Price Proposal

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

Date: 5·19·26

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,

Empire Paving Inc
(Print or Type Company/Corporate Name)

30 Bernhard Road
(Print or Type Business Address)

North Haven, CT 06473

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

[Proposal continued on following page(s)]

REQUEST FOR PROPOSAL #8742

Driggs Elementary Parking Lot Improvements		
Description	**Amount (In Words)**	**Amount (In $)**
Driggs Lot Improvements (per Attachment F. Scope of Work)	ONE HUNDRED Fifty Thousand Dollars and No Cents	$ 150,000.00
	GRAND TOTAL	$ 150,000.00

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

06-0868298
Social Security Number or
Federal Identification Number
(Print or Type)

Empire Paving Inc
Company/Corporate Name (Print or Type)

Signature of Authorized Official

EARL W. TUCKER, III
Name of Authorized Official (Print or Type)

President

Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

30 Bernhard Rd
Business Address: (Print or Type)

N/A
Business Fax Number: (Print or Type)

North Haven, CT 06473
City, State, Zip Code: (Print or Type)

Business Mobile Number: (Print or Type)

203-752-0002
Business Telephone Number: (Print or Type)

earl@empirepaving.com
Business Email Address: (Print or Type)

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

END OF ATTACHMENT E

SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE		PAGE
1.	SPECIAL NOTE	SC-1
2.	PERMITS	SC-1
3.	CONSTRUCTION STAKE OUT	SC-1
4.	SITE RESTORATION	SC-1
5.	CITY NOTIFICATION – BACKFILLING	SC-1
6.	PUBLIC USE OF EXISTING PUBLIC FACILITIES	SC-1
7.	ACCESS TO PRIVATE & PUBLIC PROPERTY	SC-2
8.	WINTER SHUTDOWN	SC-2
9.	CHANGES TO THE WORK	SC-2
10.	LAYDOWN AREAS	SC-2
11.	ADDENDUM TO GENERAL CONDITION ARTICLES 11 & 95	SC-3
12.	ADDENDUM TO GENERAL CONDITION ARTICLE 1	SC-3
13.	CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS	SC-3
14.	ADDENDUM TO GENERAL CONDITION ARTICLE 2	SC-3
15.	ADDENDUM TO GENERAL CONDITION ARTICLE 8, 9, 10	SC-3
16.	MOBILIZATION AND DEMOBILIZATION	SC-3
17.	IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY	SC-3
18.	ADDENDUM TO GENERAL CONDITION ARTICLE 93	SC-3
19.	INTENT OF DRAWINGS	SC-3
20.	ADDENDUM TO GENERAL CONDITION ARTICLES 31	SC-4
21.	SUBSTANTIAL COMPLETION	SC-4
22.	OWNER CONTROLLED CONTINGENCY ALLOWANCE	SC-4

ARTICLE 1. SPECIAL NOTE

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

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

Unless expressly provided for otherwise, and regardless if not expressly stated in each Article herein, the costs associated with all work and/or services required under the Special Conditions shall be considered as included in the overall cost of the Contract items. No separate or additional payment will be made for this work and/or services.

ARTICLE 2. PERMITS

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

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

ARTICLE 3. NOT USED

ARTICLE 4. SITE RESTORATION

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

ARTICLE 5. CITY NOTIFICATION - BACKFILLING

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

ARTICLE 6. PUBLIC USE OF EXISTING PUBLIC FACILITIES

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

ARTICLE 7. ACCESS TO PRIVATE & PUBLIC PROPERTY

Throughout the duration of Construction, the Contractor shall maintain access to all businesses, places of worship, schools and private residences, etc. in the project area. Particular attention is noted for funeral processions, wedding processions, and other similar activities.

Where required by the City, Contractor shall also conduct regular coordination meetings with Residents, Owners and Operators of businesses and other operations to coordinate active work periods.

Contractor shall also provide and place temporary ramps at driveways or other locations where, in the opinion of the City, there is a need to provide safe access until the permanent handwork is completed.

ARTICLE 8. WINTER SHUTDOWN

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

Any 'winter shutdown' authorized under this Article shall not change the "Contract Time" for the project. Any extension of the Contract Time must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

ARTICLE 9. CHANGES TO THE WORK

If the City authorizes changes to the work, the following shall apply:

The cost for changes to the work shall be either on a firm proposal agreed to by the City or based on a cost-plus-fee basis agreeable to the City. In the event the work is to be performed on a cost plus basis, the Contractor will perform, or cause to be performed by his subcontractors, such work at direct cost, plus the percentages set out below:

1. For work performed by the Contractor's own forces, direct cost plus Ten Percent (10 %).

2. For work performed by a subcontractor, the cost to the City shall be subcontractor cost to the Contractor, plus 5 %.

ARTICLE 10. LAYDOWN AREAS / MATERIAL STORAGE

A Laydown Area shall not impede traffic flow within the City streets. The Contractor may use these areas during construction and shall be required to restore any disturbed areas to a condition as good as or better than existing conditions.

Contractor shall also be required to clean up, restore, and make safe and usable all Laydown Areas as directed by the Engineer. This may include removing equipment, materials, tools, etc., from the any Laydown Area for a period to be determined by the City of Waterbury.

The City will not provide any staging area for Construction and/or Contractor operations. The Contractor shall provide its own staging/storage area. Lay down areas within the project's limits are allowed but require pre-approval from the City. In all cases, the Contractor shall be responsible for the protection of all materials, tools, etc. Materials received on site which are not immediately installed shall be carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public, adjacent property owners and tenants or the City.

The Contractor shall provide its own storage facilities and in all cases be responsible for the protection of all materials, tools, etc. The number and location(s) of storage containers shall be approved by the City. Materials received on site which are not immediately installed shall be

carefully and securely stored. All materials used throughout work shall be neatly stacked so as not to obstruct the progress of the work or endanger the public or the City or City's employees or tenants. All deliveries of material, equipment, etc., shall be made to the Contractor and accepted only by him/her and only during working hours. City personnel will not receive or accept any materials or equipment, etc. at any time.

ARTICLE 11. ADDENDUM TO GENERAL CONDITIONS 11 and 95

Reference is made to General Condition Articles 11 – Temporary Utilities, and 95 – Temporary Water Supply. The Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities needed to maintain utility service to all adjacent property owners/tenants.

ARTICLE 12. NOT USED

ARTICLE 13. CITY DESIGN STANDARDS, SPECIFICATIONS AND DETAILS

The Contractor shall comply with all City design standards, specifications and details. To the extent that Technical Specification or Drawings conflict with City design standards, specifications, or details, City design standards, specifications and details shall control.

ARTICLE 14. NOT USED

ARTICLE 15. ADDENDUM TO GENERAL CONDITIONS 8, 9 and 10

Reference is made to General Condition Article 8 – Sedimentation and Erosion Control, Article 9 – Protection of Environmental Resources and Article 10 - Environmental Protection Plan. The requirements of Articles 8, 9 and 10 shall not apply to this project; however, the Contractor shall responsible for any such requirements to the extent set forth in the Technical Specifications, Scope of Work, or elsewhere in the Contract Documents.

ARTICLE 16. MOBILIZATION AND DEMOBILIZATION

The costs of Mobilization and Demobilization for the project shall be included in the contract bid amount. No separate payment shall be made for Mobilization and/or Demobilization.

ARTICLE 17. IMPROVEMENT LOCATION AND TOPOGRAPHICAL SURVEY

Completion of an Improvement Location Survey is not required for this Project.

ARTICLE 18. ADDENDUM TO GENERAL CONDITIONS 93

In lieu of the daily reports required in Article 93 of the general conditions, the contractor shall provide said reports, if and when requested by the City.

ARTICLE 19. INTENT OF DRAWINGS

It is the intent of the Request for Proposal (the "RFP"), the RFP Documents and the Contract Documents, including but not limited to the Drawings and Specifications, to call for finished, completed work. Any material or work not shown on the Drawings but mentioned in the Specifications, or vice versa, or any incidental accessories necessary to make the work complete and perfect in all respects, even if not particularly specified, shall be furnished, delivered and installed without additional expense to the City. Where discrepancies or variances occur between the Drawings and Specifications or within either of the Documents, or with any of the Contract Documents, the item or arrangement of better quality, greater quantity or higher cost shall be included in the Contract price. The City shall decide on the item(s) and the manner in which the item(s) and/or work shall be performed or installed.

ARTICLE 20. ADDENDUM TO GENERAL CONDITION 31

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

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

ARTICLE 21. SUBSTANTIAL COMPLETION

There is no specified Substantial Completion date for this project. That term as used in the General Conditions, or elsewhere in the Contract Documents, shall not apply to this project.

ARTICLE 22. OWNER CONTROLLED CONTINGENCY ALLOWANCE

If an owner controlled contingency allowance (OCCA) has been provided in the Contract for this Project, it is to provide an account for certain expenditures found necessary by and ordered done by the City. This item shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions.

Use of the OCCA shall be authorized in writing in advance by the City. Determination of amounts to be paid for work under this item shall be agreed to in advance by the Contractor and City. In no instance shall payments made pursuant to this Article result in an increase in the amount of the Contract amount. Any increase above the contract amount must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

Any work authorized under this Article shall not change the “Contract Time” for the project.
Any extension of the Contract Time must be by formal amendment to the Contract in accordance with the provisions of the Procurement Ordinance of the City of Waterbury.

END OF SECTION

GENERAL CONDITIONS

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
1.	PLANS AND SPECIFICATIONS AT THE SITE	GC-1
2.	CONSTRUCTION PROGRESS SCHEDULE	GC-1
3.	ESTIMATED QUANTITIES	GC-2
4.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT	GC-2
5.	PARTIAL PAYMENTS	GC-2
6.	INSPECTION AND TESTS	GC-3
7.	UTILITIES	GC-3
8.	SEDIMENTATION AND EROSION CONTROL	GC-3
9.	PROTECTION OF ENVIRONMENTAL RESOURCES	GC-4
10.	ENVIRONMENTAL PROTECTION PLAN	GC-5
11.	TEMPORARY UTILITIES	GC-5
12.	ABBREVIATIONS	GC-5
13.	SUBSURFACE EXPLORATION	GC-7
14.	CONTRACT AND CONTRACT DOCUMENTS	GC-7
15.	SHOP DRAWINGS, CATALOG CUTS AND SAMPLES	GC-7
16.	CONTRACTOR'S TITLE TO MATERIALS	GC-8
17.	“OR EQUAL" CLAUSES	GC-8
18.	REPRESENTATIONS OF THE CONTRACTOR	GC-8
19.	PROTECTION OF WORK AND PROPERTY (EMERGENCY)	GC-9
20.	WEATHER CONDITIONS	GC-9
21.	SUBLETTING	GC-9
22.	SUBSTITUTE BOND	GC-10
23.	RIGHT TO WITHHOLD PAYMENTS	GC-10
24.	PAYMENTS BY CONTRACTOR	GC-10
25.	NOTICE OF WARNING	GC-10
26.	PROGRESS MEETINGS.	GC-11
27.	PERMITS	GC-11
28.	RIGHT TO USE THE WORK	GC-11
29.	PROVISIONS REQUIRED BY LAW	GC-11
30.	WAIVER	GC-11
31.	USE OF PREMISES AND REMOVAL OF DEBRIS	GC-11
32.	RIGHT OF WAY AND SUSPENSION OF WORK	GC-12
33.	CONSTRUCTION EQUIPMENT AND MACHINERY	GC-12

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
34.	GENERAL GUARANTEE	GC-14
35.	PROCEDURE IN CONSTRUCTION	GC-13
36.	APPRENTICES	GC-13
37.	CONTROL OF WORK	GC-13
38.	CITY'S CONTROL NOT LIMITED	GC-13
39.	AUTHORITY AND DUTIES OF INSPECTORS	GC-14
40.	INSPECTION AND CORRECTION OF WORK	GC-14
41.	CONTRACTOR'S OBLIGATIONS	GC-14
42.	TOILET ACCOMMODATIONS AND DRINKING WATER	GC-15
43.	SAFETY AND HEALTH REGULATIONS	GC-15
44.	OWNERSHIP OF DRAWINGS AND SPECIFICATIONS	GC-15
45.	RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES	GC-15
46.	LISTING OF EMPLOYMENT OPENINGS	GC-16
47.	SERVICE OF PROCESS	GC-16
48.	CITY OF WATERBURY ORDINANCE CHAPTER 34	GC-16
49.	WAGE RATES	GC-16
50.	SCHEDULE AND POSTING OF MINIMUM WAGE RATES	GC-16
51.	COMPUTATION OF WAGES AND OVERTIME COMPENSATION	GC-17
52.	WAGE UNDERPAYMENTS AND ADJUSTMENTS	GC-17
53.	CONFORMANCE OF WORK	GC-17
54.	DIMENSIONS AND SCHEDULES	GC-17
55.	PROTECTION FROM STORM	GC-17
56.	PROTECTION OF WORK AND MATERIALS	GC-17
57.	FURTHER SAFEGUARDS	GC-18
58.	FIRST AID TO INJURED	GC-18
59.	CONFORMANCE WITH DIRECTIONS	GC-18
60.	COMPETENT HELP TO BE EMPLOYED	GC-18
61.	STREETS AND SIDEWALKS TO BE KEPT OPEN	GC-18
62.	LIGHTS, BARRIERS, FENCES, WATCHMEN & INDEMNITY	GC-18
63.	WORK OUTSIDE REGULAR HOURS	GC-19
64.	BUS LINE INERFERENCE	GC-19
65.	COLD WEATHER WORK	GC-19
66.	BLASTING AND EXPLOSIVES	GC-20

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
67.	TUNNELING	GC-20
68.	RESERVED MATERIALS/EXCAVATED MATERIALS	GC-20
69.	OBSTRUCTIONS AND CROSSOVERS	GC-20
70.	DIRECTIONAL SIGNS AND LIGHTS	GC-21
71.	MAINTENANCE OF WORKPLACE	GC-21
72.	OPERATIONS AT SEVERAL POINTS	GC-21
73.	INTERFERENCE WITH EXISTING STRUCTURES	GC-21
74.	TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS	GC-22
75.	MATERIALS	GC-22
76.	DEFECTIVE MATERIALS	GC-22
77.	INSPECTION AND TESTING OF FURNISHED MATERIALS.	GC-22
78.	SAMPLES AND ORDERING LISTS	GC-22
79.	SANITARY CONVENIENCES	GC-22
80.	FINISHING AND CLEANING UP	GC-22
81.	RIGHTS OF ACCESS	GC-23
82.	WORK BY OTHERS	GC-23
83.	WORK WITHIN THE LIMITS OF PRIVATE PROPERTY	GC-23
84.	LOADING	GC-24
85.	COMPLETION OF WORK	GC-24
86.	DUST AND SPILLAGE CONTROL	GC-24
87.	CARE OF THE WORK	GC-25
88.	EMERGENCY WORK	GC-25
89.	FIRE PREVENTION AND PROTECTION	GC-25
90.	PLANIMETER	GC-25
91.	SUPERINTENDENCE	GC-25
92.	CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS	GC-25
93.	DAILY REPORTS	GC-26
94.	MATERIAL AND WORKMANSHIP	GC-26
95.	TEMPORARY WATER SUPPLY	GC-26
96.	FITTING AND COORDINATION OF WORK	GC-26
97.	ARCHEOLOGICAL FINDS	GC-26
98.	EXCAVATIONS NEAR UNDERGROUND UTILITIES	GC-27
99.	WATER QUALITY OF WELLS.	GC-27

INDEX TO GENERAL CONDITIONS

ARTICLE	TITLE	PAGE
100.	WORK IN STATE HIGHWAYS	GC-27
101.	EXISTING INSPECTION REPORTS	GC-27
102.	TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS	GC-28
103.	CLEANING FINISHED WORK	GC-28
104.	COMPLIANCE TO ACTS AND EXECUTIVE ORDERS	GC-28
105.	SEMI-FINAL INSPECTION	GC-28
106.	CITY'S CERTIFICATE OF SUBSTANCIAL COMPLETION	GC-29
107.	FINAL INSPECTION	GC-29
108.	FINAL ESTIMATE	GC-30
109.	SEMI-FINAL PAYMENT	GC-30
110.	LIMITED ACCEPTANCE OF WORK	GC-30
111.	FINAL COMPLETION/ CITY'S CERTIFICATE OF FINAL COMPLETION	GC-30
112.	FINAL PAYMENT/PROJECT ACCEPTANCE	GC-30
113.	ACCEPTANCE OF FINAL PAYMENT	GC-30
114.	10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE	GC-31

GENERAL CONDITIONS

INTRODUCTORY NOTE:

These General Conditions supplement the provisions and requirements of Contract and modify all Contract Documents which follow it numerically, as set forth in Section 1.2 of the Contract. The General Conditions may be amended, revised or supplemented by the Special Conditions which are project specific. The Contractor's attention is directed to the attached Special Conditions for any amendments, revisions or supplements to the General Conditions for this project. The terms used in these General Conditions which are defined in the Contract have the meanings assigned to them in said Contract.

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

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

ARTICLE 1. PLANS AND SPECIFICATIONS AT THE SITE / AS-BUILT DRAWINGS

1.01 The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set of all documents over to the Project Engineer.

ARTICLE 2. CONSTRUCTION PROGRESS SCHEDULE

2.01 Within seven (7) consecutive calendar days of the written Notice to Proceed, and prior to commencement of any work on site, the Contractor shall prepare and submit for the approval of the City three (3) copies of a complete Construction Progress Schedule which shall be comprised of a critical path method network. (At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control Measures, Water Control Plan and Environmental Protection Plan, as outlined in the various Articles of these General Conditions).

2.02 The critical path of the Project must be identified on the Construction Progress Schedule which shall provide a workable plan for monitoring the progress of all the elements of the Project, establish and clearly display the critical elements of the Work, on which each part or division of the Work is expected to be started and completed, forecast completion of the elements of the Project, and match the Contract duration in time. The Construction Progress Schedule shall also indicate the logic of the work for the major elements and components of work under the Contract, such as the planned mobilization of plant and equipment, sequences of operations, procurement of materials and equipment, duration of activities, type of relationship, lag time (if any), and such other information as it is necessary to present a clear statement of the intended activities.

2.03 The schedule shall indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule, which shall be revised as required. The Contractor shall notify the Project Engineer immediately of any circumstances that may affect the current schedule.

2.04 The Contractor shall perform the work of this Contract to satisfy the Construction Progress Schedule as approved by the Project Engineer. However, the Project Engineer and City reserve the right to amend and alter the Construction Progress Schedule, as approved, at any time and in a manner which the Engineer deems to be in the best interests of the City.

2.05 The Contractor shall be required to execute his work in accordance with the Construction Progress Schedule as prepared and in accordance with any additional requirements specified herein and approved by the Project Engineer. The Construction Progress Schedule shall forecast the times for doing each portion of the work. The Contractor shall

arrange the work under this Contract to conform with the Construction Progress Schedule, as it may be revised by the Engineer from time to time, at no additional expense to the City.

2.06 The revised Construction Project Schedule shall take some or all of the following actions to demonstrate the manner in which an acceptable rate of progress will be regained, by the following methods:

i. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work and meet the current Contract completion date.
ii. Increase the number of working hours per shift, the number of shifts per day, the number of work days per week, or the amount of construction equipment, or any combination of the foregoing
iii. Reschedule work items to achieve concurrent accomplishment of work activities.

2.07 Under no circumstances will the adding of equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion dates be a justification for additional compensation to the Contractor.

ARTICLE 3. ESTIMATED QUANTITIES

3.01 Any Estimated Quantities for the Project furnished by the City, including those provided on the Bid Form, are approximate only and are: a) for procurement related comparison purposes only, ~~and~~ b) given as a basis for the pricing and c) are not represented to be actual quantities for completion of the Work. Within the limits of available funds, the Contractor will be required to complete the Work at the unit prices provided in the Bid Form/or Price Proposal whether it involves quantities greater or lesser than the estimate. The Contractor will be compensated only for the actual quantity of authorized, and actually performed, and/or materials furnished.

ARTICLE 4. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

4.01 Within seven (7) consecutive calendar days after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.

4.02 The Contractor's requisition for payment shall be submitted on forms supplied by the Contractor and approved by the City and shall be in such numbers of copies as may be designated by the City. Sample forms are included in the Bid Documents. Alternate payment application forms may be utilized provided they are approved by the City, in writing, prior to submission by the Contractor.

4.03 If the Project is funded by multiple funding sources, the Contractor may be required to submit separate requisitions for payment to each source, on the forms provided by each source and in accord with all requirements of each individual funding source.

4.04 For Lump Sum projects, the requirements for the Schedule of Values are further defined as follows: a) the Schedule of Values shall delineate the various tasks that comprise the lump sum items. Each item in the Schedule of Values shall include its proper share of overhead and profit. This schedule, when accepted by Project Engineer, shall only be used as a basis for Contractor’s periodic payment applications. No payment will be made to Contractor until such Schedule has been submitted and accepted by Project Engineer, and b) the lump sum item shall be broken down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.

ARTICLE 5. PARTIAL PAYMENTS

5.01 The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.

5.02 In making such Partial Payments for the Project, retainage shall be held in the amount of 5% of the value of work completed to date. The Retainage does not include additional sums that the City may withhold due to the Contractors failure to comply with construction plans, specifications etc. deemed provisions of this contract.

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

ARTICLE 6. INSPECTION AND TESTS

6.01 All material and workmanship shall be subject to inspection, examination and testing by the City and/or Project Engineer (in addition to that required by the Specifications) any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. Notice of the time of all tests to be made at the site shall be given to all interested parties.

6.02 Contractor must obtain the Engineer's approval of any sources of materials to be incorporated into the Project before beginning to use them for the Project.

6.03 If, at any time before final acceptance of the Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

6.04 Unless expressly provided for otherwise, for Projects that include material testing to ensure compliance with the Technical Specifications, the Contractor shall be responsible for all testing as required in the relevant sections of the Technical Specifications.

6.05 Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.

ARTICLE 7. UTILITIES

7.01 The accuracy and completeness of the utility information shown on the Plans and/or otherwise provided by the City is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.

7.02 The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.

7.03 The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.

7.04 No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

ARTICLE 8. SEDIMENTATION AND EROSION CONTROL

8.01 All watercourses shall be protected from sedimentation, both during and after construction. The Contractor shall

control erosion and sedimentation problems in accordance with Connecticut Guidelines for Soil Erosion and Sediment Control prepared by the Connecticut Council on Soil and Water Conservation, dated 2002, as amended.

8.02 The Contractor shall submit the Sedimentation and Erosion Control Plan for the approval of the Project Engineer within seven (7) consecutive calendar days after the Notice to Proceed.

8.03 The Contractor shall be responsible for providing silt fences, staked haybales and other temporary erosion control measures which may be required to properly complete this Project. No extra compensation will be allowed, due to water or precipitation levels fluctuation.

ARTICLE 9. PROTECTION OF ENVIRONMENTAL RESOURCES

9.01 The environmental resources within the Project boundaries and those affected outside the limits of permanent work under this Contract shall be protected during the entire period of this Contract. The Contractor shall confine its activities to areas defined by the Plans and Specifications. Environmental protection shall be as stated in the following subparagraphs:

A. Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the work area. The Contractor shall not remove, cut, deface, injure or destroy land resources including trees, shrubs, vines, grasses, top soil and land forms without special written permission from the property owner. No ropes, cables or guys shall be fastened or attached to any trees for anchorage unless specifically authorized in writing by the Project Engineer. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

B. Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under the Contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to its personnel the purpose of marking and/or protection of all necessary objects.

C. Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the Plans to be preserved shall be clearly identified by marking, fencing or wrapping with boards, or any other approved techniques.

D. Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earth work shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the City and/or Project Engineer.

E. Runoff from the construction site shall be controlled by the construction of diversion ditches, benches and berms to retard and divert runoff to protected drainage courses, and any measures required by area wide plans approved under Paragraph 208 of the Clean Water Act, as amended.

F. The Contractor shall construct or install all temporary erosion control features as indicated in the submitted Sedimentation and Erosion Control Plans, or directed by the City and/or Project Engineer. Temporary erosion control measures such as berms, dikes, drains, grassing and mulching shall be maintained until construction of the Project is completed.

G. The Contractor's field offices, staging areas, stockpile storage and temporary buildings shall be placed in areas designated on the submitted Plan. Temporary movement or relocation of the Contractor's facilities shall be made only on approval by the City and/or Project Engineer.

H. Borrow areas shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses.

I. Spoil areas shall be managed and controlled to limit spoil areas and to prevent erosion of soil or sediment from entering nearby watercourses. Spoil areas shall be developed in accordance with the grading plan indicated on the Plans.

ARTICLE 10. ENVIRONMENTAL PROTECTION PLAN

10.01 Within seven (7) consecutive calendar days after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit an Environmental Protection Plan for the approval of the City in accordance with the provisions herein specified. The plan shall include but not be limited to the following:

A. A list of Federal, State and Local laws and regulations concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws and regulations.

B. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and groundcover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological and cultural resources.

C. Procedures to be implemented by the Contractor to provide the required environmental protection and to comply with applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes or failure to follow the procedures set out in accordance with the Environmental Protection Plan.

D. The location of the nearest suitable solid waste disposal area and a permit allowing the Contractor to use those facilities.

E. Drawing showing locations of any proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess' or spoil materials.

F. Environmental monitoring plans for the job site, including land, water, air and noise monitoring as necessary, and as required by the Project Engineer.

G. Environmental monitoring and management plans for the any endangered wildlife or plant species as determined by CT DEEP, City or Project Engineer.

H. Traffic control plan when necessary.

I. Methods of protecting surface and ground water during construction activities.

J. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. The plan should include measures for marking the limits of use areas.

ARTICLE 11. TEMPORARY UTILITIES

11.01 Unless expressly otherwise provided for in the Contract Documents the Contractor shall be responsible for determining and supplying at no cost to the City all temporary utilities of any nature whatsoever needed to complete the work. Unless otherwise provided for in the Bid Documents, all necessary temporary utilities shall be installed at the start of the Project.

ARTICLE 12. ABBREVIATIONS

12.01 Where one of the following abbreviations are used in the Contract Documents, it shall have the meaning set forth opposite each below:

AASHTO American Association of State Highway and Transportation Officials

ACI American Concrete Institute

AGA	American Gas Association
AIEE	American Institute of Electrical Project Engineers
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWG	American (or Brown and Sharpe) Wire Gauge
AWWA	American Water Works Association
CONNDOT	Connecticut Department of Transportation
DEP	Department of Environmental Protection
EDR	Equivalent Direct Radiation
EPA	Environmental Protection Agency
FWQA	Federal Water Quality Administration
IBR	Institute of Radiator and Boiler Manufacturers
MCB	Master Car Builders
NBS	National Bureau of Standards
NEC	National Electrical Code (latest edition)
NEMA	National Electrical Manufacturers Association
NEWWA	New England Water Works Association
NFPA	National Fire Protection Agency
NPT	National Pipe Thread
SMACNA	Sheet Metal and Air Conditioning Association
OS&Y	Outside Screw and Yoke
STL.WG	United States Steel Wire, Washburn and Moen, American Steel And Wire Companies and Roebling Gauge
USS GAUGE	United States Standard Gauge
WOG	Water, Oil, Gas
WSP	Water Steam Pressure

"Federal Specification" A Federal specification issued by the Federal Supply Services Administration, Washington, D.C.

ARTICLE 13. SUBSURFACE EXPLORATION

13.01 Where applicable, and if provided by the City, boring logs, probes and related information contain data regarding subsurface conditions at the dates and location indicated. This information is shown for the convenience of the Contractor, but is not guaranteed to be correct or complete, and it is not warranted that it represents a true or approximately true picture of the actual subsurface conditions to be encountered.

ARTICLE 14. CONTRACT AND CONTRACT DOCUMENTS

14.01 Deleted.

14.02 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 priority of the documents shall be in accordance with Section 1.2 of the Contract.

ARTICLE 15. SHOP DRAWINGS, CATALOG CUTS AND SAMPLES

15.01 The Contractor shall promptly submit to the Project Engineer five copies of each submittal prepared in accordance with the approved schedule. After examination of such submittal by the Project Engineer and the return thereof, the Contractor shall make such corrections to the submittal as have been indicated and shall furnish the Project Engineer with five corrected copies. If requested by the Project Engineer, the Contractor must furnish additional copies. Regardless of corrections made on, or approvals given to, such submittal by the Project Engineer, the Contractor shall nevertheless be responsible for the accuracy of such submittal. The Contractor shall also be responsible for the submittal's conformity to the Submittal and Specifications, unless the Contractor notifies the Project Engineer in writing of any deviations at the time of submission of the submittal.

15.02 Submittal of all fabricated work shall be submitted to the Project Engineer and no work shall be fabricated unless it is done at the Contractor's own risk until approval has been given by the Project Engineer and City.

15.03 The Contractor shall submit all submittals on dates sufficiently in advance of requirements in order to enable the Project Engineer and City to properly review them. This period shall include time to correct, resubmit and recheck, if necessary, and no claim for delay will be granted to the Contractor because of the Contractor's failure in this respect. The Project Engineer and City will be given a minimum of fourteen (14) consecutive calendar days for the initial review of each submitted submittal.

15.04 All submitted submittals must bear the approval stamp of the Contractor and reference conformance to the applicable provisions of the Specifications as evidence that the Contractor has checked the drawings. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the submittals show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in the letter of submission to the Project Engineer. If the variation is acceptable to the Project Engineer and City, suitable action may be taken for proper adjustment. If not acceptable, the Contractor shall not be relieved from the responsibility for executing the work in accordance with the Contract Documents, although such submittals had been approved.

15.05 Where submittals are submitted by the Contractor that indicate a departure from the Contract Drawings which the Project Engineer deems to be a minor adjustment and in the City's interest and not involving a change in the Contract price or an extension in time, then the Project Engineer may approve the drawings. Such approval will contain, in substance the following:

> The modification shown on the attached drawings is approved in The interest of the City to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time. The modification is generally subject to all Contract stipulations and covenants and it is without prejudice to any

and all rights of the City under the Contract.

The approval of submittals will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract nor of the responsibility for any errors that may exist.

15.06 The Contractor agrees to hold the Project Engineer and the City harmless and to defend them against damage or claims for damages arising out of injury to others or to property of third parties which result from errors on shop or working drawings, whether or not they have been approved by the Project Engineer and/or the City.

15.07 Working Drawings. When required by the Contract or when ordered to do so by the City Representative, the Contractor shall prepare and submit 4 copies of the working drawings to the City Representative for review. These drawings shall be submitted sufficiently (at least 15 consecutive calendar days) in advance of the proposed use, to allow for their review, and any necessary revisions, without delay of the Project. No work covered by these working drawings shall be done until the drawings have been submitted to the City Representative for review and the City Representative's comments have been appropriately taken into account and implemented. The furnishing of the working drawings shall not serve to relieve the Contractor of any part of its responsibilities under the Contract.

ARTICLE 16. CONTRACTOR'S TITLE TO MATERIALS

16.01 No material, supplies or equipment for the work shall be purchased by the Contractor, or by any Subcontractor, subject to any chattel mortgage or under any conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work. The Contractor further warrants that, upon completion of all work, he will deliver the premises, together with all improvements and appurtenances constructed thereon, to the City free of any claims, liens, charges or encumbrances. The Contractor further warrants that neither the Contractor nor any person, firm or corporation furnishing any material, labor or equipment for any work covered by this Contract shall have a right to lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 17. "OR EQUAL" CLAUSES

17.01 Unless otherwise provided for in the Bid Documents, the Contract will be on the basis of material and equipment described on the Bid Documents without consideration of possible substitute or "equal" items. However, subsequent to award of the Work, whenever a material or article required is specified or shown on the plans by using the name of a proprietary product or of a particular vendor or manufacturer, any materials or article which, in the sole discretion of the Project Engineer, is equal or superior to the specified item to material, may be considered an "equal." Requests for substitutions must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate that the substitute offered is equal or better than the specification's requirements. Such items shall not be purchased or installed without the written approval of the Project Engineer. In all cases, only new materials shall be used for the work.

ARTICLE 18. REPRESENTATIONS OF THE CONTRACTOR

18.01 The Contractor represents and warrants:

(a) That he is financially solvent and that he is experienced and competent to perform the type of work or to furnish the plant, material or equipment to be performed or furnished by him; and

(b) That he is familiar with all Federal, State and municipal laws, ordinances, orders and regulations which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and

(c) That such permanent and temporary work required by the Contract Documents to be done can be satisfactorily constructed and be used for the purpose for which it is intended, and that such construction will not injure any person nor damage any property; and

(d) That he has carefully examined the drawings, specifications and addendum (or addenda) if any, and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature, quality

and quantity of surface and subsurface materials likely to be encountered; of the character of equipment required for the work; of other facilities needed for the performance of the work; of the general and local conditions and of all other materials which in any way may affect the work and its performance; and

(e) That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property; and that he can provide the necessary equipment, labor and materials to complete the contract work within the specified contract duration.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY (EMERGENCY)

19.01 The Contractor shall at all times safely guard and protect the City's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the City or his duly authorized representatives.

19.02 In case of an emergency that threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act in a diligent manner without previous instructions from the City. He shall notify the City immediately thereafter.

19.03 Where the Contractor has not taken action but has notified the City of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or as authorized by the City.

19.04 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the Contract Documents.

ARTICLE 20. WEATHER CONDITIONS

20.01 In case of temporary suspension of the work, or during inclement weather, or whenever the City shall direct, the Contractor shall carefully protect his work and materials against damage or injury from the weather. The Contractor shall cause all his subcontractors to provide the same protection for their portion of the work. If, in the opinion of the City, any work or material was damaged or injured by reason of failure on the part of the Contractor, or any of his subcontractors, so to protect his work, or otherwise damaged by the negligence of the Contractor or any of his subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

20.02 For projects involving asphalt paving, all work shall be temporarily suspended, upon direction of the City, when the Contractor can no longer properly pave exposed areas in accordance with the plans and specifications during inclement weather or during winter months.

ARTICLE 21. SUBLETTING

21.01 The Contractor is not to assign, transfer or sublet the Contract in whole or in part to any other person or persons without written permission from the City. The Contractor cannot abridge the terms of the Contract in any way without written permission of the City. The Contractor must keep the Contract in his name and control until all work is completed and finally accepted by the City. The Contractor shall likewise not assign any of the money payable under this Contract. Approval by the City of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

21.02 The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Should any subcontractor violate any of the terms of these specifications, the City may, at its option, require the Contractor to end and terminate such subcontract.

21.03 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind

subcontractors to the Contractor by the terms of the Contract and the General Conditions and other provisions of the Contract Documents. This language is to be applicable insofar as necessary to the work and is to give the Contractor the same power over as regards terminating any subcontract as the City may exercise over the Contractor under any provisions of the Contract Documents.

21.05 Nothing contained in this Contract shall create any contractual relation between the City and any subcontractor.

ARTICLE 22. SUBSTITUTE BOND

22.01 If, at any time, the Contractor's Surety or Sureties, or the carriers of other insurance herein specified to be written, become insolvent or, in a reasonable judgment of the City, become unsafe or unsound then, upon five days written notice from the City to the Contractor, the Contractor shall substitute such Performance and Labor and Material Bond or insurance with such other Surety or carrier in such form as shall be acceptable to the City. Any additional premium caused by such substitution shall be paid for by the Contractor. No further payments will be deemed due nor will be made until the new Surety or Sureties have furnished such an acceptable bond to the City.

ARTICLE 23. RIGHT TO WITHHOLD PAYMENTS

23.01 The City may withhold from the Contractor so much of any approved payments due as may in the judgment of the City be necessary to:

1. Assure the payment of any lien, stop notice or claim, filed with the City for work, labor, or materials done, performed or delivered and used in the prosecution of the work herein provided for (whether in strictly legal form or otherwise)
2. Protect the City from loss due to defective work not remedied or through any improper or defective machinery, implements or appliances used by the Contractor or for failure of the Contractor to fully comply with any requirements of the Contract
3. Protect the City from loss due to injury to persons or damage to work or property of other contractors, subcontractors or others caused by the act' or neglect of the Contactor or any subcontractors.

23.02 The City shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the City may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments to the account of the Contractor.

23.02 Notwithstanding the above, the Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials furnished.

ARTICLE 24. PAYMENTS BY CONTRACTOR

24.01 The Contractor, in conformance with Section 49-41a of the Connecticut General Statutes, as revised, shall, within 30 consecutive calendar days after any given Contract payment to the Contractor by the City, pay any amounts due any subcontractor, whether for labor performed or materials.

ARTICLE 25. NOTICE OF WARNING

25.01 If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work; or refuse or fail to supply enough properly skilled workmen or proper materials; or refuse or fail to prosecute the work or any part thereof in accordance with the Contract Documents or with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof); or fail to complete the work within said period; or refuse to regard laws ordinances, codes or instructions of the City then the City shall forward A Notice of Warning to the Contractor by registered mail at the address given in the Contract. In the event the Contractor fails to comply with said Notice of Warning within five (5) consecutive calendar days from receipt thereof, the City shall have the right to terminate the Contract.

ARTICLE 26. PROGRESS MEETINGS

26.01 Progress meetings will be held weekly at locations, dates and times selected by the City for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.

ARTICLE 27. PERMITS

27.01 The Contractor shall keep himself fully informed of all existing and current Municipal, State or Federal ordinances, regulations or laws in any way limiting or controlling the operations or actions of those engaged in the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all such valid and binding ordinances, laws or regulations. The Contractor shall protect and indemnify the City and its representatives against any claims arising from, or based upon, any violation of the same.

ARTICLE 28. RIGHT TO USE THE WORK

28.01 The City may enter upon the use of the whole or of any portion of the work, which may be in condition to use, at any time before its final acceptance of the Project. Such use shall not constitute, or be evidence of, acceptance by the City or by the Project Engineer of the whole or any part of the material furnished or work performed under the Contract.

ARTICLE 29. PROVISIONS REQUIRED BY LAW

29.01 Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted, then, upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

29.02 If this Contract contains any unlawful provisions not an essential part of the general structure of the Contract, and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 30. WAIVER

30.01 Neither the inspection by the City or Project Engineer or by any of their employees; nor any order, measurement or certificate by the Project Engineer; nor any order by the City for the payment of any money; nor any payment for or acceptance of the whole or any of the work by the Project Engineer for the City; nor any extension of time; nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Contract or of any power herein reserved to the City. Nor shall such action waive any right to damages herein provided. Nor shall any waiver of any breach of the Contract constitute a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be construed as cumulative - i.e. in addition to each and every other remedy herein provided.

ARTICLE 31. USE OF PREMISES AND REMOVAL OF DEBRIS

31.01 The Contractor expressly undertakes at his/her own expense:

1. To take every precaution against injuries to persons or damage to property.
2. To store apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the work of any other contractor.
3. To place upon the work or any portion thereof only such loads as are consistent with the safety of that portion of the work.
4. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the Contractor's operations to the end that at all times the site of the work shall present a neat, orderly and work manlike appearance.
5. To remove all surplus material; falsework; temporary structures including foundations thereof; plant of any description and debris of any nature resulting from the Contractor's operations before final payment is made.
6. To put the site in a neat orderly condition, to remove all clean-up materials, to remove such materials from the construction site, and to deposit them in a refuse disposal site at his/her expense.

7. To effect all cutting, fitting or patching of work required to make the same conform to the Drawings and Specifications and, except with the consent of the City, not to cut or other wise alter the work of any other contractor.

ARTICLE 32. RIGHT-OF-WAY AND SUSPENSION OF WORK

32.01 Land and rights-of-way for the purposes of this Contract will be furnished by the City to the extent shown on the Drawings. The City will use diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that not all land and rights-of-way will be obtained as herein contemplated before construction commences. In such case the Contractor shall begin the work upon such land and rights of-way as the City may have previously acquired. No claim for damages whatsoever will be allowed by reasons of the delay in obtaining the remaining lands and/or rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to withdraw from the Contract because of these occurrences. In the event of any of the above occurrences, the time for completion of the work may be extended in the manner provided elsewhere in the Contract Documents.

ARTICLE 33. CONSTRUCTION EQUIPMENT AND MACHINERY

33.01 The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon the Project Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.

33.02 The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and sub-grade work free from water.

33.03 All machines, equipment, trucks and vehicles used in the prosecution of the work, or in connection therewith, shall be in proper working condition at all times. Only gasoline, electric or diesel engines shall be used for the power in operating equipment.

33.04 The Contractor shall be responsible for curtailing noise, smoke, fumes or other nuisances resulting from the operations. The. Contractor shall, upon written notification from the City or Project Engineer, make any repairs, replacements, adjustments or additions and furnish mufflers when necessary to' fulfill requirements. No oil tanks for fueling equipment shall be stored less than one hundred (100) feet from any watercourse.

33.05 All costs involved in complying with the stipulations outlined shall be included in the various prices bid in the proposal.

ARTICLE 34. CONTRACTOR'S GENERAL WARRANTY PERIOD

34.01 The Contractor's General Warranty Period shall commence on the date of the written notice of final acceptance of the Project by the City and during such time Contractor shall guarantee his work is free from faulty materials and workmanship.

34.02 Within the Contractor's General Warranty Period, any portion of the Work shall, in the opinion of the City, require repairing, replacing or rebuilding, the Contractor shall start such repairs within five (5) consecutive calendar days after receipt of notice from the City. If the Contractor shall fail to or neglect to start the repairs within five (5) consecutive calendar days, the City may employ such other person or persons as it may deem proper to make such repairs. The City will charge the Contractor the cost thereby incurred. Nothing herein provided shall limit the liability of the Contractor or Surety to the City for non-performance of the Contractor's obligations at any time.

34.03 The Payment and Performance Bonds, and Material Bond, if required, shall remain in full force and effect through the Contractor's General Warranty Period.

34.04 Deficiencies in the Work discovered after the date of the written notice of final acceptance of the Project by the City shall be deemed General Warranty Work. Such deficiencies shall be corrected by Contractor under this Article.

34.05 The Contractor shall remedy any defects due to faulty materials or workmanship within thirty (30) consecutive calendar days of receiving notice thereof by the City. Should the Contractor fail to correct the deficiency within thirty (30) consecutive calendar days, the City may perform the corrective work and Contractor shall be responsible for all reasonable costs incurred by City in performing such correction.

ARTICLE 35. PROCEDURE IN CONSTRUCTION

35.01 The Contractor shall start work and carry it on at such point or points and in such order of precedence and at times and seasons as may be determined by the City. The Contractor shall complete the various portions of the work in accordance with the schedule approved by the City.

35.02 A complete organization, complement of equipment and ample materials shall be on hand before actual work commences. The Contractor shall so arrange his/her organization, plant, equipment and materials so that construction operations will be carried on continuously. The Contractor will not be permitted to reduce the force of workers or remove any equipment from the work if such reduction or removal impairs the progress of the work.

35.03 In the event that the City awards more than one contract to the Contractor, the Contractor shall be required to prosecute the work on each contract simultaneously. The Contractor will be required to maintain a separate and independent organization and staff, labor forces and machinery on each contract in order to complete the work within the time set forth for the respective contracts.

ARTICLE 36. APPRENTICES

36.01 Apprentices shall be permitted to work only under a bonafide apprenticeship program registered either with the State Apprenticeship Council or with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 37. CONTROL OF WORK

37.01 The Contractor shall abide by all orders, directions and requirements of the Project Engineer in the performance of the work.

37.02 In the event the Contractor is not personally present at the project site, he/she shall have a superintendent present at the site that possesses more than adequate communication skills. The superintendent must have proper knowledge of all applicable project requirements and conditions and must have authority to fully represent the Contractor with power to act and to be the recipient of orders and to obey all the instructions of the Project Engineer and/or the City. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions which the Project Engineer and/or City may deem necessary to issue to any employee regarding the work. The City or Project Engineer may order the work stopped until a duly authorized representative of the Contractor appears and receives instructions. No claims for damages or for an extension time in which to complete the work because of such delay will be allowed the Contractor.

37.03 In all cases, the Project Engineer shall determine classifications, quantities, quality, acceptability and fitness of the several kinds of work that are to be paid for under the Contract. The Project Engineer and/or City shall interpret the Plans and Specifications and any extra work orders and shall determine all questions in relation to said work and to the construction thereof.

37.04 The Contractor shall not employ any plant, equipment, material, methods or workers to which the City objects. The Contractor shall not remove any plant, materials, equipment or other facilities from the site of the work without the City's permission.

ARTICLE 38. CITY'S CONTROL NOT LIMITED

38.01 The enumeration in this Contract of particular instances in which the opinion, judgment, discretion or

determination of the City shall control, and in which work shall be performed to the City's satisfaction and approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed. Without exception all the work shall be so governed and performed.

ARTICLE 39. AUTHORITY AND DUTIES OF INSPECTORS

39.01 Inspectors shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In the case of any dispute arising between the Contractor and an Inspector as to materials furnished, or as to the manner of performing the work, the Inspector shall have the authority to reject material or to suspend the work until the question at issue can be referred to, and decided by, the City.

39.02 The Inspector shall not be authorized to revoke, enlarge, relax or release any requirements of these Specifications nor to approve or accept any of the provisions of the Contract Documents. The Inspector shall in no case act as a foreman or perform other duties for the Contractor. The Inspector shall not interfere with the management of the work by the Contractor. Any advice, which the Inspector may give the Contractor, shall not be construed as binding the City or the Project Engineer in any way. Such advice will not release the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 40. INSPECTION AND CORRECTION OF WORK

40.01 All material furnished and work done will be inspected by the Project Engineer. The Project Engineer shall condemn any work or materials not in accordance with the Contract Documents. All condemned work and materials shall be removed and other work and materials furnished in accordance therewith. All materials rejected by the Project Engineer as being unfit for the particular clause in the Specifications to which they refer shall be removed from the site. Removal shall be within twenty-four (24) hours or shorter if the Project Engineer so directs. Should the Contractor refuse to remove the work and materials as ordered, then the Project Engineer may stop the Contractor from proceeding with the work. The City may supply workers and materials to remove the condemned work and materials at the expense of the Contractor.

40.02 Failure on the part of the Project Engineer, or any authorized Inspectors, to detect inferior work or materials, and to condemn the same, shall not be construed to imply an acceptance of such work or materials. Such failure shall not be construed as barring the City, at any subsequent time, from the recovery of such sum of money from the Contractor which may be required to construct or to build anew all portions of the work in which fraud was practiced, improper work executed or improper material furnished and built into the work. The Contractor shall furnish all necessary facilities should it be desirable at any time to make an examination of the work already completed.

40.03 If any work is found defective in any respect, the expense of the examination must be borne by the Contractor. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided for elsewhere in the Contract Documents. If all work is found satisfactory, the expense of the examination will be paid for in the manner provided elsewhere in the Contract Documents.

40.04 If, in the opinion of the City, it is undesirable to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the Contractor's compensation hereunder shall be reduced by such amount as may be equitable under all circumstances.

ARTICLE 41. CONTRACTOR'S OBLIGATIONS

41.01 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and material, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract. All to be accomplished within the time specified; in accordance with the provisions of this Contract and Specifications; in accordance with the Plans and Drawings pertaining to this Contract; in accordance with any and all supplemental Plans and Specifications and in accordance with the directions of the City as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the plant, appliances and methods. The Contractor shall be responsible for any damage, which may result from their failure or from their improper construction, maintenance or operation. The Contractor shall

observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract and the Specifications. The Contractor shall do, carry on and complete the entire work to the satisfaction of the City.

41.02 The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage, of whatever nature, resulting from the work, or resulting to persons, from whatever cause, shall be the responsibility of, and shall be borne and sustained by, the Contractor. The Contractor shall hold the City and Project Engineer, or their agents, harmless and shall defend and indemnify the City and Project Engineer, or their agents, against damages, or claims for damages, due to injury to .persons or to property arising out of the execution of work and for damages to material furnished for the work; for infringement of inventions, patents and patent rights used in doing the work; for damages arising out of the use of any improper material, equipment or labor used in the work and for any act of omission by any subcontractors therein. The Contractor shall bear all losses including, but not limited to, losses sustained on account of the character, quality or quantity of any part or all of the work, or because the nature of the land in or on which the work is done being different from what may have been estimated or indicated, or on account of the weather, elements or other causes, except for acts beyond the reasonable control of the Contractor.

ARTICLE 42. TOILET ACCOMMODATIONS AND DRINKING WATER

42.01 The Contractor shall provide necessary sanitary toilet accommodations and drinking water for the workers. Separate facilities shall be provided for female workers.

ARTICLE 43. SAFETY AND HEALTH REGULATIONS

43.01 These documents, and the joint and several phase of construction hereby contemplated are to be governed at all times by applicable provisions of the Federal law(s), including, but not limited to, the latest amendments of the following:

1. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956.
2. Part 1910 - Occupational Safety and Health Standards; Chapter XVII of Title 29, Code of Federal Regulations.
3. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

43.02 This project is subject to all of the Safety and Health Regulations (see 29 CFR 1926m as amended) as promulgated by the U. S. Department of Labor on June 24, 1974. The Contractor shall thoroughly familiarize him/herself with the requirements of these regulations.

ARTICLE 44. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

44.01 Subsequent to award of the contract, with the exception of the Contractor's executed set, all drawings and specifications are the property of the City. The City shall furnish one (1) paper and one electronic set, in PDF Format, of the construction drawings and specifications to the Contractor without charge. No additional sets will be furnished ~~ined~~ by the City. Such drawings and specifications are not to be used in other work.

ARTICLE 45. RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

45.01 Except to the extent prohibited by Federal or State statute, the Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1967, a part of which is quoted as follows:

Section 2(b) each contract for any such project covered by this section under the supervision of the State or any of its agents shall contain the following provision:

"In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are and, continuously for at least six months prior to the date hereof, have been residents of the State, and if no such person is available, then to residents of other states."

ARTICLE 46. LISTING OF EMPLOYMENT OPENING

46.01 This Contract is executed subject to the Governor's Executive Orders No. 3 and No. 17, which are hereby made a part of this agreement. The Governor's Executive Order No, 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area in which the work is to be performed or where the services are to be rendered. Failure of the Contractor to conform to the requirements of the Governor's Executive Orders No. 3 and No. 17, and any orders, rules, or regulations issued pursuant thereto, shall be a basis for termination of this agreement by the City.

ARTICLE 47. SERVICE OF PROCESS

47.01 The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoint(s) the Secretary of State of the State of Connecticut, and successors in office, agent for service of process. Such service, as arising out of, or because of, this Contract. Such appointment shall in effect throughout the life of this Contract and for a period of six (6) years thereafter.

ARTICLE 48. CITY OF WATERBURY ORDINANCE CHAPTER 34

48.01 For projects subject to the City's GOOD JOBS ORDINANCE (Code of Ordinances Chapter 34), the provisions thereof are in addition to any requirements of these General Conditions, and to any requirements of all funding sources for the Project, but only to the extent permitted by federal and state law.

ARTICLE 49. WAGE RATES

49.01 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein, contracted to be done shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. The amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund (as defined in Section 31-53 of the Connecticut General Statutes) shall also be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Waterbury. If the Contractor is not obligated by agreement to make such payment or contribution on behalf of such employees to any such welfare fund, the Contractor shall pay to each employee the amount of payment of contribution for his classification on each payday as part of his wages.

49.02 For Prevailing Wage Rate projects, the Contractor shall furnish to the Project Engineer certified copies of payrolls showing the names of its employees working on the Project, the specific days and hours and number of hours that each of them has spent in doing so, and the amount paid to each person for said work.

ARTICLE 50. SCHEDULE AND POSTING OF MINIMUM WAGE RATES

50.01 Where applicable, the Contractor, and every subcontractor, shall post a legible copy of the Minimum Wage Rates and Classifications included in the Contract Documents. This posting shall be in a prominent and accessible place at the site of the work (See ARTICLE 49). The schedule shall show all determined minimum wage rates for the various classes of laborers and mechanics to be engaged to work on the project. The schedule shall also show all deductions, if any, required by law to be made from wages actually earned by the laborers and mechanics so engaged.

50.02 The rates established by each schedule are the minimum and all employees shall be paid no less than the established rate for each trade or occupation. In the case of a conflict between schedules in anyone trade or occupation, the higher rate listed shall control and such higher rate shall be considered to be the minimum.

50.03 State: Where applicable, the minimum rates of wages and schedule of supplements to be provided for the various trades shall be in accordance with the Prevailing Wage rate Schedule included herein. The rate of wages and schedule of supplements for any trade not appearing or mentioned in this schedule shall be in accordance with the prevailing rates established for that particular trade by the Connecticut Department of Labor or by the Comptroller or other analogous officer of the City of Waterbury. Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by all applicable section of the General Statutes of the State of Connecticut. The Contractor shall file a Wage Certification Form with the Labor Department of the State of Connecticut prior to beginning work on the site.

50.04 If for any reason and at any time, the Federal Government, the State of Connecticut, or the City of Waterbury, shall in any way supplement, change or amend the Prevailing Wage Rates Schedule, then the Contractor or subcontractor shall follow such Schedule as supplemented, changed or amended. In no case shall the Contractor or subcontractor be entitled to any additions, compensations or extras because of any supplement, change, amendment or predetermination of the Prevailing Wage Rate Schedule.

50.05 Federal Wage Rates, where applicable, shall be applied in any case where they exceed the State of Connecticut Minimum Wage rates or in any case where a rate has not been established by the State.

ARTICLE 51. COMPUTATION OF WAGES AND OVERTIME COMPENSATION

51.01 The Contractor and each subcontractor shall comply with all applicable Federal, State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project. The Contractor and all subcontractors shall also comply with all applicable Federal, State and local ordinances with respect to compensation for overtime hours worked by laborers and mechanics engaged in work on the project.

ARTICLE 52. WAGE UNDERPAYMENTS AND ADJUSTMENTS

52.01 In addition to any applicable Federal or State regulations, the City may, in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or by any subcontractor, withhold an amount from payments due the Contractor. Said amount to be sufficient to pay such worker the difference between the wages required to be paid the worker under this Contract and the amount actually paid the worker for the total number of hours worked. The City will disburse such amount so withheld by it for, and on behalf of, the Contractor to the employee to whom the amount is due. Such monies withheld pursuant to this article will be in addition to percentages to be retained pursuant to other provisions of the Contract.

ARTICLE 53. CONFORMANCE OF WORK

53.01 The work, during its progress and at its completion, shall conform to the work as shown on the drawings and to the directions given by the Project Engineer from time to time. The work shall be subject to such modifications or additions as the Project Engineer may deem necessary during the execution of the work. In no case will any work be paid for which is performed in excess of such requirements. The work shall also be accomplished in accordance with the Specifications.

ARTICLE 54. DIMENSIONS AND SCHEDULES

54.01 The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Project Engineer. The Contractor shall notify the Project Engineer of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Project Engineer will furnish all instructions should such error or omission be discovered and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 55. PROTECTION FROM STORM

55.01 Should storm warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

55.02 The Contractor shall provide measures to prevent stormwater runoff from entering excavation areas.

ARTICLE 56. PROTECTION OF WORK AND MATERIALS

56.01 The Contractor shall assume full responsibility for the protection of the work and materials during the progress of construction, and until final acceptance of the Project by the City, against loss or damage by any cause or agency. The Contractor shall, at his own expense, provide efficient means for such protection.

ARTICLE 57. FURTHER SAFEGUARDS

57.01 In case the City or the Project Engineer shall at any time be dissatisfied with the means provided by the Contractor for any aforesaid protection of the work or of any other properties, the City or the Project Engineer may order additional measures and precautions for that purpose. The Contractor, at his own expense, shall immediately comply with such orders and carry them out.

ARTICLE 58. FIRST AID TO INJURED

58.01 The Contractor shall keep on site, ready for immediate use, all articles necessary for giving first aid to injured employees. He shall also provide arrangements for the immediate removal and hospital treatment of any injured employee who may require such treatment.

ARTICLE 59. CONFORMANCE WITH DIRECTIONS

59.01 The Project Engineer may make alterations in the lines, grades, forms, dimensions or materials to be used in the project, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the Contractor shall have no claim for damages or for anticipated profits on the work thus dispensed with. If the changes increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

ARTICLE 60. COMPETENT HELP TO BE EMPLOYED

60.1 The Contractor shall employ an experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Project Engineer and shall not be again employed upon the work.

ARTICLE 61. STREETS AND SIDEWALKS TO BE KEPT OPEN

61.01 The Contractor shall keep the street and sidewalks in which he may be working open at all times to pedestrian and vehicular traffic. If, in the opinion of the City or the Project Engineer, the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this project in such manner as the City or the Project Engineer may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.

61.02 The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus. The Contractor shall make provision for the passage of fire apparatus to the work area, including along the line of pipeline installations.

61.03 All work shall be conducted in such a manner as to create minimum interference with existing businesses and commercial establishments. Such establishments shall be allowed to conduct business at all times during the construction.

61.04 The Contractor shall be responsible for taking all steps necessary to minimize dust emanating from the project and for keeping the streets free of the accumulation of sand and other similar materials.

ARTICLE 62. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

62.01 The Contractor shall put up and maintain such barriers, fences, lighting, and warning lights, danger warning signals and signs as will prevent accidents during the construction. The Contractor will protect the work and will insure the safety of the personnel and of the public at all times and places. The Contractor shall defend, indemnify and save harmless the City its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his subcontractors, or their servants or agents. Such indemnification shall also include any claims arising out of failure to erect and maintain sufficient railing or fencing as required by Section 13a-111 of the Connecticut General Statutes. The fact that the City may retain

control of the premises, or that the City, or its agents, may take action to erect or maintain railings or fencing shall not relieve the Contractor's obligations hereunder.

62.02 The Contractor shall furnish, maintain and use all necessary safety devices; follow all such safety practices in the prosecution of the work and shall adopt, follow and maintain such additional safety measures as, in the opinion of the Project Engineer, are conducive to safe operation by the Contractor. The Contractor shall cause his subcontractor(s) to also adopt, follow and maintain these measures. All of this shall be done at the Contractor's or subcontractor's own expense. The City shall have the right to order any or all work suspended where, in the opinion of the City, such work is not being carried on in a safe and proper manner or where persons or property are not being properly protected or safeguarded. Such work shall not be resumed until the City's requirements have been met and the City or Project Engineer has directed that work be resumed. Any work so suspended shall be at the Contractor's expense.

62.03 In addition to the above, when as is necessary or when required by the City and/or the Project Engineer, the Contractor shall post signs and shall employ watchmen or flagmen for the direction of the traffic at the site and for excluding unauthorized persons from the site at all times. The Contractor will not be paid additional compensation for this work.

62.04 At all times the Contractor shall be responsible for excluding all persons from land within easement areas and all persons not directly connected with the work or authorized by the City and/or the Project Engineer to be within the project limits.

ARTICLE 63. WORK OUTSIDE REGULAR HOURS

63.01 Night work or work on Saturdays, Sundays or legal holidays requiring the presence of the City, Project Engineer or an Inspector will not be permissible except in the case of emergency and then only upon approval of the Project Engineer. Should it be desired or required for by the City or Project Engineer to operate an organization for continuous night work, the lighting, safety and other facilities that are deemed necessary for performing such night work shall be provided by the Contractor. For night work on Saturdays, Sundays or legal holidays, if any be performed, the Contractor will receive no extra payment. Compensation for such work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.

ARTICLE 64. BUS LINE INTERFERENCE

64.01 Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation or agency owning the same. A reasonable amount of time shall be given to said organization in order to rearrange their schedule(s) as may be necessary.

ARTICLE 65. COLD WEATHER WORK

65.01 The Project Engineer will determine when low temperature conditions are unfavorable for work and may order the work, or any portions of it, suspended whenever, in his opinion, the conditions are not such as will insure first class work.

65.02 All methods and materials used in the performance and for the protection of the work in cold weather shall be subject to the approval of the Project Engineer. The Contractor shall take the necessary precautions to protect the work from damage and to remove ice and frost from materials. The removal shall include all necessary heating and the additional removal of any resultant water. The Contractor shall also supply any required sand and/or coarse aggregate required to prevent slipping on ice.

65.03 Except for specific work for which the City has issued a Certificate of Partial Acceptance, the Contractor shall be responsible for maintaining the project roadways, sidewalks, ramps, driveway aprons and asphalt pathways from the time of contract signing until final acceptance of the Project by the City. This responsibility will include snow and ice removal, sanding and mechanical sweeping, and patching with materials approved by the Project Engineer for all roadways, sidewalks, ramps, driveway aprons and asphalt pathways, etc. within the project limits.

65.04 The Contractor shall not continue road excavation after bituminous concrete plants have shut down for the

winter. At that time, the Contractor shall request a "winter shutdown". The Contractor shall receive no extra payment for any labor, apparatus, tools or materials necessary to comply with the above requirements, but compensation shall be construed items of work as listed in the bid proposal/form.

ARTICLE 66. BLASTING AND EXPLOSIVES

66.01 No blasting shall be allowed without the Contractor's securing of a permit and permission from the office of the Waterbury Fire Marshall. The Marshall's office is located at 185 South Main Street, Garden Level, (1 Jefferson Square), Waterbury, CT 06702 Phone: (203) 597-3452. The Marshall's office must be advised between 7:00 AM and 10:30 AM of each day's blasting schedule.

66.02 Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of Connecticut; with all local regulations and with such other additional regulations as the City Representative may require. Blasting shall be conducted so as not to endanger persons or property. The Contractor shall be responsible for, and shall make good any damages of whatever nature caused by blasting or accidental explosions.

66.03 The Contractor shall also adhere to any additional conditions imposed by the Fire Marshall's office. Additionally, the Contractor shall have a pre-blast survey conducted of the adjacent area(s) at no cost to the City.

66.04 Steel or rubber matting shall be used at all blast sites where required by the Bureau of Fire Prevention. Any blast or shot involving more than 99 pounds of explosives must be monitored by the use of seismographs. All seismographs are at the expense of the Contractor. Wire and debris must be cleared from all areas.

66.05 The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.

66.06 Where blasting is required subsequent to commencement of construction, insurance, as required by the City's Risk Manager shall be obtained by the Contractor, and approved by the City's Risk Manager.

ARTICLE 67. TUNNELING

67.01 Tunneling will not be permitted without the express written consent of the City.

ARTICLE 68. RESERVED MATERIALS/EXCAVATED MATERIALS

68.01 Materials excavated from trenches and excavations and those used in the construction of the work shall be deposited in such a manner so that they not endanger persons or the work. Materials shall also be deposited in such a manner that free access may be had at any time to all hydrants and gates near the work. The materials shall be kept trimmed-up so to be of as little inconvenience as possible to public travel or to adjoining tenants. All excavated materials not approved for backfill and/or fill; all surplus material; all rock and all boulders resulting from excavations shall be removed and satisfactorily disposed of off the site by the Contractor at no additional cost to the City.

68.02 Any excavated material not used in the installation of contracted items shall be removed from the site and legally disposed of by the contractor.

ARTICLE 69. OBSTRUCTIONS AND CROSSOVERS

69.01 Whenever any trench or other excavation obstructs pedestrian and/or vehicular traffic in or to any public street, private driveway or property entrance or to private property, the Contractor shall employ such means as may be necessary to maintain pedestrian and vehicular traffic and access. The Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question as specified or as directed. These crossings shall be maintained for as long as it is not expedient to backfill the excavation or until such time as sufficient, supportive backfill may be placed. No additional payment will be

made for this work.

69.02 Movement of construction equipment and all other vehicles and loads over and adjacent to any slotted drain pipe shall be done at the Contractor's risk. Any pipe or backfill which becomes damaged or disturbed through any cause shall be replaced or repaired as directed by the City at the expense of the Contractor and at no cost to the State. Suitable temporary crossovers consisting of steel plate or other materials approved by the City shall be employed for a minimum of 7 consecutive calendar days following concrete backfill operations in all areas where vehicular traffic must be maintained or until such time as the pipe installation will withstand loading without damage. All concrete surfaces shall receive a protective coating. End cap installation shall be as recommended by the manufacturer.

ARTICLE 70. DIRECTIONAL SIGNS AND LIGHTS

70.01 Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor. No additional payment shall be made for this work.

ARTICLE 71. MAINTENANCE OF WORKPLACE

71.01 The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials. The City or Project Engineer may, at any time, order all equipment, materials and surplus from excavations to be removed from the work area. Debris and all other materials lying outside of the working area shall be promptly removed. Should the Contractor fail to remove such material within 24 hours of notice to remove, the City or Project Engineer may cause any or all of said materials to be removed by others. The cost of this removal shall be deducted from any monies, which may be, or may become, due the Contractor under the Contract. In special cases, the City or Project Engineer may cause such materials to be removed without prior notice.

ARTICLE 72. OPERATIONS AT SEVERAL POINTS

72.01 The Contractor may carry on the work simultaneously at more than on point only if, in the opinion of the City or Project Engineer, such action is acceptable and is necessary to insure completion of the work within the specified time.

72.02 The Contractor‘s Construction Progress Schedule shall be adjusted to provide for work being simultaneously conducted at more than one point (location) at the site or sites.

ARTICLE 73. INTERFERENCE WITH EXISTING STRUCTURES

73.01 Whenever it may be necessary to cross or to interfere with existing culverts, drains, sewers, water pipes or fixtures, guard rails, fences, gas pipes or fixtures or other structures needing special care, due notice shall be given to the City or Project Engineer. Work involving these items shall be done according to the City’s or Project Engineer’s directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it. Any damages that may occur shall be thoroughly repaired. If so directed by the City or Project Engineer, the location of any existing work shall be changed to meet the requirements of the proposed work, if necessary, to leave all in good working order. The entire work shall be the responsibility of the Contractor and the work shall be done at no additional expense to the City.

73.02 The Contractor shall be responsible for repairing all broken or damaged mains or utilities, property markers, monitoring wells, and other existing structures to remain, or outside the Limit of Work, during the progress of the Work. The Contractor shall repair and shall be responsible for all damages to existing utilities and structures with no additional expense to the City. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the prosecution of the work, but the entire responsibility and expense shall be with the Contractor.

73.03 All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the City and/or utility at no additional expense to the City.

ARTICLE 74. TURF, TOPSOIL AND OTHER REPLACEMENT ITEMS

74.01 Where the construction runs through cultivated or sodded lands, the Contractor shall stockpile the turf and topsoil separately and replace the same after the excavation is filled. The Contractor shall leave the land as nearly as possible in its original condition. Trees, fences, walls, walks and other items must not be damaged.

ARTICLE 75. MATERIALS

75.01 All materials furnished and used in the completed work shall be new, of best quality, workmanship, and design and shall be recognized as standard in good construction practices. Whenever a specification number or reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform to those standards adopted by the City. Preference in manufacture shall be given to familiarize the Contractor with the requirements of the Project Engineer when the occasion or choice of materials or supplies so demands.

ARTICLE 76. DEFECTIVE MATERIALS

76.01 No materials shall be laid, installed or used which are known to be, or which may be found to be, in any way defective. Notice shall be given to the Project Engineer of any defective or imperfect material. Defective or unfit material found to have been laid, installed or used shall be removed and replaced by the Contractor with unobjectionable material. This removal and replacement shall be made without additional expense to the City.

ARTICLE 77. INSPECTION AND TESTING OF FURNISHED MATERIALS

77.01 Unless herein provided otherwise, all materials furnished by the Contractor are subject to thorough inspections and tests by the Project Engineer. Any materials condemned or rejected by the Project Engineer as not conforming to the specifications may be branded or otherwise marked. Branded or marked material shall be, on demand, at once removed by the Contractor to a satisfactory distance from the site. Removed materials shall not again be brought upon or near to the work.

ARTICLE 78. SAMPLES AND ORDERING LISTS

78.01 Unless herein provided otherwise, the Contractor shall submit samples of the various materials used on the contract as required by the specifications for testing purposes. All ordering lists shall be submitted by the Contractor to the Project Engineer for approval and must be approved before the ordering of the materials.

ARTICLE 79. SANITARY CONVENIENCES

79.01 Adequate sanitary conveniences, properly secluded from public observation, for the use of workmen on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. These conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by, the City and/or the local and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work area.

79.02 The cost of sanitary conveniences and the maintenance of same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the items of work as listed in the bid form.

ARTICLE 80. FINISHING AND CLEANING UP

80.01 In completing any backfilling operation, the Contractor shall replace all surface material to the satisfaction of the City. The Contractor shall then immediately remove all surplus material, all tools, and other property belonging to him. The Contractor shall leave the entire street or surrounding area free and clean, in good order and at no additional expense to the City. Backfilling and removal of surplus materials shall follow closely upon the completion of the work. The Contractor shall exercise special care in keeping rights-of-way and private and

public lands, upon which work is being performed, clean and free of debris at all times. The Contractor will remove tools and other property belonging to him when they are not being used.

80.02 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals after backfilling, or shall neglect to do required paving promptly, the City or Project Engineer may, after 24 hours notice, cause the work to be done and the cost thereof shall be deducted form any monies then or thereafter due the Contractor.

ARTICLE 81. RIGHTS OF ACCESS

81.01 Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area involved. The City or any other Contractor employed by the City, the various utility companies, contractors or sub-contractors employed by Federal, state or local government agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of it as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange his work in such manner as to permit such access and to prevent unnecessary delay in the work as a whole. Said access rights shall also include all Federal and state agencies and their representatives that have an interest in said project.

ARTICLE 82. WORK BY OTHERS

82.01 The City reserves the right to do any other work which may connect with, or become a part of, or be adjacent to the work embraced by this Contract, at any time, by contract work or otherwise. The Contractor shall not interfere with, nor obstruct in any way, the work of such other persons as the City may employ. The Contractor shall execute his own work in such a manner as to aid in the execution of work by others as may be required. No excavations or backfilling will be permitted if other work by the City will be affected.

ARTICLE 83. WORK WITHIN THE LIMITS OF PRIVATE PROPERTY

83.01 Particular attention is hereby directed to the fact that some of the work included under this Contract may have to be done within the limits of properties that are publicly or privately owned. The City, where necessary has, or will have, secured the necessary easements to these properties for construction purposes. The Contractor will be permitted to utilize the areas of the City’s easements, subject to all of the conditions and requirements as they may affect the Contractor's operations. The Contractor shall conduct his operations and activities in the performance of the work with all such conditions and requirements as may be imposed by the City or Project Engineer.

83.02 All means and rights of ingress and egress to the work areas and all other areas required for work space, in addition to the City's easements, shall be the entire responsibility of the Contractor, All costs in connection therewith shall be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid form.

83.03 The Contractor shall neither use nor occupy public or private lands outside the limits of the City's easements and rights-of-way unless written permission from the owner of the public or private lands have first been obtained. Copies of the written agreements shall be submitted to the Project Engineer prior to entering upon such lands. The Contractor shall be responsible for cooperating with, and for coordinating the prosecution of, the work of this Contract with the public and private property owner. Any abuse to the lands of the public and private property owner shall be immediately corrected by the Contractor, at the Contractor's expense, to the complete satisfaction of the property owner. The Contractor shall take such precautionary measure, as required by the City, to prevent further nuisances, interference or inconvenience to abutting property owners.

83.04 It shall be the Contractor's full responsibility to be familiar with the limitations imposed upon the work of construction within the various properties of public or private ownership and rights-of-way by existing occupancy or use. The Contractor will be required to make every effort to fully and satisfactorily protect trees, shrubs, lawns, gardens, fences, walks, driveways, structures and all and any other appurtenances of the property owners.

83.05 The Contractor shall provide adequate access to all walks, driveways, yards or structures: shall protect all work by the erection or placement of safety guards or barriers, lights and such other incidentals; and where required, shall construct temporary plank crossings or timbers to permit full use of private facilities at all times. All of these actions are to be performed at no additional expense to the City. All other applicable provisions for control of work within the areas of public travel set forth elsewhere herein shall also apply to work within the limits of private ownership.

83.06 The Contractor shall cooperate with the public and private property owners and shall also contact the City and Project Engineer for additional information regarding the requested (or required) length of time needed as a notice to be given to the public or private property owner before the Contractor enters their property to start the construction. In some cases, a certain time to start the work and a certain limited length of time may be required to complete the work on public and private property owners. Furthermore the contactor may be required to shutdown construction operations as necessary to prevent undo interference with the operation of private and public business within the project area.

83.07 Before proceeding with construction operations, the Contractor shall provide suitable and substantial gates or other approved forms of closing gap devices in every fence within the limits of the owner's easements through which the Contractor intends to move or pass equipment and materials. It is the responsibility of the Contractor to negotiate with the owner of each fence all of that owner's requirements, in addition to those specified above. It shall also be the responsibility of the Contractor to comply with all requirements as specified herein and as agreed to with the owner's in a manner satisfactory to the owner.

83.08 No separate payment will be made for the requirements specified under "WORK WITHIN THE LIMITS OF PRIVATE PROPERTY" and all cost in conjunction therewith shall be included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 84. LOADING

84.01 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that calculated for the safety of the structure. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible. If necessary, the Contractor shall request, in writing, the allowable loading from the Project Engineer.

ARTICLE 85. COMPLETION OF WORK

85.01 In addition to the specified or described portions, all other work and all materials, equipment and labor of whatever description which are necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications, as interpreted by the Project Engineer, shall be provided by the Contractor. Payment therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid form.

ARTICLE 86. DUST AND SPILLAGE CONTROL

86.01 The Contractor shall exercise every precaution to prevent and to control dust arising out of all construction operations from becoming a nuisance. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions. Pavements adjoining excavations shall be kept swept and/or washed clean of excess excavated material wherever and whenever directed. Earth piles adjacent to excavations, earth stockpiles and surfaces of refilled excavations shall be kept moist at all times as directed. No extra payment will be made for providing the dust control measures and for conforming to the requirements specified above. Compensation therefor shall be considered included in the prices stipulated for the appropriate items of work as listed in the bid form.

86.02 The Contractor shall take appropriate measures to control the generation of dust from its activities. Water shall be provided and applied as required or as ordered by the Project Engineer for allaying dust conditions.

86.03 All vehicles utilized by the Contractor for delivery or removal of materials shall have appropriate covers to prevent spillage of material during transit.

ARTICLE 87. CARE OF THE WORK

87.01 The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence concerning the prosecution of the work. The Contractor shall also be responsible for the proper care and protection of all material delivered and of all work performed until completion and final acceptance of the Project by the City, whether or not the same has been covered by partial payments authorized by the Project Engineer.

ARTICLE 88. EMERGENCY WORK

88.01 The Contractor shall file, with the City Engineer and the Project Engineer, if any, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and shall have full Authority to deal with any emergency that may occur.

ARTICLE 89. FIRE PREVENTION AND PROTECTION

89.01. All Federal laws (Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to by the Contractor. All work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

89.02. All fire protection equipment (as per 89.01 above) shall be provided by the Contractor for the protection of the contract work including temporary work and adjacent property. Personnel experienced in the operation of the fire protection equipment and apparatus shall be available whenever work is in progress and at such other times as may be necessary for the safety of the public and of the work.

89.03. Open fires will not be permitted.

ARTICLE 90. PLANIMETER

90.01 For estimating quantities, where the computations of areas by analytic and geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas, as utilized by an engineer.

ARTICLE 91. SUPERINTENDENCE

91.01 During the entire duration of the project, the Contractor shall employ a competent superintendent in personal charge of the work. The superintendent shall be present during all phases of construction and shall have full authority to act for the Contractor. The superintendent shall be continued in this capaCity full time for this project unless (1) the person ceases to be on the Contractor's payroll or (2) the person proves to be unacceptable to the City or Project Engineer. Instructions given to the superintendent and/or supervisory subordinates shall be considered as given to the Contractor. A chain-of-command listing shall be submitted by the Contractor to the City and Project Engineer and shall be adhered to in the temporary absence of the superintendent.

ARTICLE 92. CONTRACT ADMINISTRATION COSTS - OUTSIDE REGULAR HOURS

92.01 The working schedule shall be confined to a five (5) day week ending on Friday. The working day shall be any eight-hour period beginning no earlier than 7:00 AM and ending no later than 7:00 PM. Whenever the Contractor elects to perform work on Saturdays, Sundays or legal holidays observed by the City or to work in excess of the normal working hours stated above, the Contractor shall pay to the City the extra cost incurred by the City due to the increased cost of contract administration. Payment shall include all cost of inspection and administration for such Saturday, Sunday or legal holiday work or for work in excess of the normal working day, which the City is obligated to incur and for the extra expense involved in overtime work resulting from the performance of work on these days.

92.02 No work outside regular hours or overtime work shall be planned or executed without the approval of the City.

ARTICLE 93. DAILY REPORTS

93.01 The Contractor shall submit daily activity reports on an approved form for the duration of the project. The report shall indicate all personnel currently employed on the work, including each trade and every sub-contractor; all equipment and whether that equipment was idle for the particular day; a general description of all work accomplished and any authorized extra work (time and material reports shall be submitted on separate forms).

ARTICLE 94. MATERIAL AND WORKMANSHIP

94.01 All materials and workmanship incorporated in the work covered by this Contract are to be of the highest grade of their respective kinds for the purpose intended. The Contractor shall furnish to the Project Engineer for approval the name of the manufacturer of machinery and mechanical or other equipment that the Contractor contemplates incorporating in the project together with their respective performance capacities and other pertinent information.

94.02 When required by the Specifications, or when called for by the City or Project Engineer, the Contractor shall furnish the required information for approval of all material that the Contractor contemplates incorporating in the work. Samples of material shall be submitted for approval to the Project Engineer when and as directed. Machinery, equipment and material installed or used without approval shall be at the risk of subsequent rejection.

ARTICLE 95. TEMPORARY WATER SUPPLY

95.01 In the event temporary water supply work is required, it shall be provided in accordance with the requirements of the Waterbury Water Bureau and all local and state health authorities. The Contractor shall provide and maintain facilities for an adequate supply of water suitable for use for construction purposes and for domestic use as required for the work of this Contract. The cost of all work, materials, equipment, appurtenances and accessories necessary for providing supplies of water at the site, including the cost of all water consumed, shall be borne by the Contractor.

95.02 Upon completion to the work of this Contract, and before final acceptance of the Project, the Contractor shall remove all temporary piping and appurtenant work used for the temporary water supply.

ARTICLE 96. FITTING AND COORDINATION OF WORK

96.01 The Contractor shall be responsible for the proper fitting of all work and for the coordination of operations of all trades, subcontractors or material suppliers engaged in the work. The Contractor shall be prepared to guarantee to each of his subcontractors the dimensions for which they may require for the fitting of their work to all surrounding work. The Contractor shall do, or shall cause his agents to do, all cutting, fitting, adjusting and patching necessary to make the several parts of the work come together satisfactorily and properly and to fit the work to receive, or to be received by, the work of other contractors.

ARTICLE 97. ARCHEOLOGICAL FINDS

97.01 During the life of this Contract, in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire-cracked stones", "stone flaking material." or any other such related items of historical significance are discovered on the project, the Contractor is required to notify:

(1) The City
(2) Project Engineer or Inspector

ARTICLE 98. EXCAVATIONS NEAR UNDERGROUND UTILITIES

98.01 In conformance with Section 16-345 of the Regulations of the Department of Public Utility Control, the Contractor shall not start any excavation and/or blasting of rock activity without first having ascertained the location of all such utilities in the area. The Contractor shall notify the Public Utilities Regulatory Authority (PURA) "CALL BEFORE YOU DIG" (Toll Free 1- 800-922-4455) at least two (2) full days in advance (excluding Saturday, Sunday and legal holidays), but no more than thirty (30) days before starting any such work. Such notice shall include the name, address and telephone number of the persons/agency performing the work, the date, location and type of excavation.

98.02 The PURA should immediately transmit such information to the utility companies whose facilities may be affected. Utility companies receiving notice should mark-up the locations of their facilities on the work site. If they have no facilities in the area, they shall so inform the Contractor. If the Contractor does not receive any information or marked-up locations on the work sites, the Contractor shall contact PURA again to verify that the utility companies have responded to the initial call. Under no circumstances will the Contractor be allowed to start any excavation and/or blasting work prior to obtaining all necessary information regarding the location of underground utilities at the site. It is the Contractor's responsibility to have all utilities marked on the work sites prior to starting the work.

ARTICLE 99. WATER QUALITY OF WELLS

99.01 The Contractor shall perform all tests required by the State Health Department on all water supply wells and reservoirs where directed by the City or Project Engineer before and after construction. All labor, materials and testing shall be paid by the Contractor at no cost to the City.

ARTICLE 100. WORK IN STATE HIGHWAYS

100.01 If any of the work under this Contract is in a state highway the Contractor shall obtain all required permits at his own expense. The Contractor shall perform the work in accordance with the terms and conditions stipulated by the Connecticut Department of Transportation (ConnDOT) and/or as required by ConnDOT inspectors. The Contractor must provide such bonds, security and insurance as may be required to obtain such permits.

100.02 In the event the City, or the City and the Contractor jointly, are required to obtain any permits, including detour permits, the Contractor shall be familiar with the conditions of the permits and shall be held responsible for compliance with all the requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

100.03 Whenever State inspectors, flagmen or other costs are incurred as a condition to obtaining permits, the Contractor shall be responsible for payment of these costs with no reimbursement from the City.

100.04 The Contractor shall conform to all ConnDOT requirements for materials and construction methods for all work within state highways. Sheeting or an adequate trench box may be required in all trenching operations to confine trench widths and to protect State facilities. Additional pavement replacement may be required to properly restore the roadway surface.

100.05 The cost of all labor, materials and equipment necessary to conform to CONNDOT requirements for work in, or adjacent to, state highways, including work not specifically stated in the Contract Plans and Specifications, shall be the sole responsibility of the Contractor and shall not be reimbursed by the City. Therefore, the Contractor is informed to evaluate all CONNDOT requirements for the project prior to submitting the Bid for the project and to include these costs in his bid prices.

ARTICLE 101. EXISTING INSPECTION REPORTS

101.01 Any existing inspection reports concerning the project which have been prepared by or for the City or Project Engineer will be made available for the Contractor's information.

ARTICLE 102. TEST REPORTS; CERTIFICATES OF COMPLIANCE AND SHIPPING LISTS

102.01 Except where expressly provided otherwise in the Contract Documents, the Contractor shall furnish to the Project Engineer the material manufacturer's notarized test reports and methods of testing by an approved independent laboratory in order to show compliance of all materials furnished with all specification requirements, the reports shall also contain manufacturer's notarized certificates of conformance stating that all materials furnished under these Specifications conform with all specification requirements; that each shipment of materials shall be accompanied by the manufacturer's notarized certificate of conformance and that a shipping list itemizing the amounts of each shipment shall accompany each shipment.

ARTICLE 103. CLEANING FINISHED WORK

103.01 After the work is completed, the sewers, manholes and structures shall be carefully cleaned free of dirt, broken masonry, mortar, construction and other debris and shall be left in first class condition, ready for use. All temporary or excess material shall be disposed of and the work left broom-clean to the satisfaction of the Project Engineer.

ARTICLE 104. COMPLIANCE TO ACTS AND EXECUTIVE ORDERS

104.01 If this Contract is federally assisted and the Contractor must comply with all applicable statutes, acts, executive orders and regulations, including without limitation:

(a) **TITLE VI, CIVIL RIGHTS ACT OF 1964** Provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity, receiving Federal financial assistance.

(b) **SECTION 3, HUD ACT OF 1968** Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

(c) **LABOR STANDARDS** Compliance with Davis Bacon Act, as amended (40 U.S.C. 267a-5) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) 13.0.

ARTICLE 105 SEMI-FINAL INSPECTION / SUBSTANTIAL COMPLETION

105.1 Contractor shall notify the Project Engineer when it believes the work (or a portion thereof) is Substantially Complete and shall file with the City a written, notarized "Contractor's Affidavit of Substantial Completion" and request a Semi-Final Inspection of the work.

105.2 Contractor, prior to requesting Semi-Final Inspection, shall complete and submit the following, listing known exceptions in its Affidavit of Substantial Completion:

i. Include supporting documentation for Substantial Completion as indicated in these Contract Documents.
ii. Advise City of outstanding permit closure requirements. Submit certificates of inspections conducted, reports, and other documentation required by local or state authorities.
iii. Where required, submit photographs, specific warranties, final certifications, and similar documents.
iv. Provide Partial Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers may be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.

105.3 Subsequent to City's receipt of Contractor's Affidavit of Substantial Completion, Project Engineer will either proceed with Semi-Final Inspection or advise Contractor of prerequisites not fulfilled.

105.4 Following Semi-Final Inspection, Project Engineer will either inform the City to prepare a Certificate of Substantial Completion, or advise Contractor of work that must be performed prior to issuance of said certificate, and repeat the inspection when requested and assured that the work has been substantially completed in accordance with the Contract

Documents.

105.5 Contractor's payment requisition coincident with, or first following the date claimed as Substantially Complete, shall be processed in the same manner as a partial payment requisition and shall show either 100% completion for the work claimed as Substantially Complete, and/or list incomplete items, value of incompletion, and reasons for being incomplete.

ARTICLE 106. CITY'S CERTIFICATE OF SUBSTANTIAL COMPLETION

106.1 For the portion of the work determined to be Substantially Complete, the City shall issue "City's Certificate of Substantial Completion" which shall establish the date of Substantial Completion by the Contractor.

106.2 Concurrently, the Project Engineer shall prepare a list (the "punchlist") of remaining items of work to be completed and/or deficiencies to be addressed.

106.3 Prior to Final Inspection, the Contractor shall address and complete all "punch list" items.

106.4 The City reserve the right to modify, amend and/or update the "punchlist," as it deems necessary.

ARTICLE 107. FINAL INSPECTION

107.1 Contractor shall notify the Project Engineer when it believes the Project is Finally Complete and shall file with the City a written, notarized "Contractor's Affidavit of Final Completion" and request a Final Inspection of the work by the Project Engineer.

107.2 Subsequent to receipt of Contractor's Affidavit of Final Completion, Project Engineer will either proceed with Final Inspection and/or advise Contractor of prerequisites not fulfilled.

107.3 At the time of submission of its Affidavit of Final Completion, Contractor, as required by the Contract Documents and/or required for completion of the Project as determined by the City, shall also provide and/or submit the following, listing known exceptions (if any), in its Affidavit of Final Completion:

i. Supporting documentation required by the Contract Documents not previously submitted and accepted.
ii. Discontinue and remove, as appropriate, temporary facilities and services, along with construction tools and facilities, and similar elements.
iii. Evidence of final, continuing insurance coverage complying with insurance requirements, including certificates of insurance for products and completed operations where required.
iv. Reports and forms required by Federal and/or State funding sources, as required thereby.
v. A copy of City's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Engineer.
vi. Any final documents requested by Project Engineer.
vii. If applicable, submit final liquidated damages settlement statement, acceptable to City.
viii. Photographs, specific warranties, final certifications, and similar documents.
ix. All required As-Builts, Record Drawings and Documents and Surveys, in number and formats specified.
x. Provide Final Waiver of Lien from each Subcontractor, supplier and the Contractor. All money due to Subcontractors and suppliers shall be withheld from payment to the Contractor until Waivers of Lien indicate no money owed.
xi.

ARTICLE 108. FINAL ESTIMATE

108.01 If the Work is determined Finally Complete, a Final Estimate shall be prepared showing the total due Contractor under the Contract less the retainage held by the City. This Final Estimate shall show the final estimate of quantities. Should this estimate of quantities show a decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and reflected in the Final Estimate by adding or deducting said amounts from the from the gross sum bid.

108.02 The Final Estimate shall reflect the final Contract Amount, all prior City payments to the Contractor, all adjusts to the Contract Amount, all retainage held by the City, any liquidated damage amounts, all unused amounts of any Owner Controlled Allowances and of all Cash Allowances, all adjustments for Alternates accepted/declined by the City and

final amount of any holdback(s) by the City.

108.03 All certificates of payments and estimates, upon which partial payments may have been made being merely estimates, shall be subject to correction in this Final Estimate.

ARTICLE 109. SEMI-FINAL PAYMENT

109.01 Based upon the amounts and qualities set forth in the Final Estimate, the Contractor shall submit its Semi-Final Payment Application requesting the total due under the Contract, less all retainage held by the City.

109.02 This Semi-Final Payment Application shall be certified as to its correctness by the Project Engineer and will be processed in the same manner as the partial payment requests.

ARTICLE 110. LIMITED ACCEPTANCE OF WORK

110.01 Limited Acceptance of Portion(s) of the Work shall be at City's sole discretion and shall be subsequent to issuance of City's Certificate of Substantial Completion for such work and shall relieve Contractor of responsibility for the physical aspects of said portion of the work; however such termination of responsibility for the physical aspects of the work in no way affects or diminishes any other contractual requirements governing the work so accepted, or the acceptance of the Project as whole.

ARTICLE 111. FINAL COMPLETION / CITY'S CERTIFICATE OF FINAL COMPLETION

111.01 Final Completion of the Project by the City shall occur when:

a. All deficiencies identified in its Affidavit of Final Completion have been corrected/addressed.
b. All Project work and services have been completed to the satisfaction of the City; and Semi-Final Payment has been made to the Contractor.
c. Contractor has submitted its Final Payment Application and Project Engineer has certified it as to correctness. Contractor's Final Payment Application shall be solely for release of all retainage held by the City.
d. Upon issuance to Contractor by City of City's Certificate of Final Completion.

111.02 Issuance of City's Certificate of Final Completion shall establish the date of Final Completion by the Contractor and shall be a prerequisite to Project Acceptance and Final Payment by the City.

ARTICLE 112 FINAL PAYMENT / PROJECT ACCEPTANCE

112.01 Subsequent to issuance of the City's Certificate of Final Completion, the City shall process Contractor's Final Payment Application, which shall be solely for release of all retainage held by the City.

112.02 Contractor's Final Payment Application shall be certified as to its correctness by the Project Engineer and shall be based on City's Certification of Contractor's Final Payment Application.

112.03 If a Certificate of Compliance is required by the Contract Documents, Final Payment shall not be released until such certificate has been issued and delivered to the City.

112.04 Subsequent to issuance of Final Payment to the Contractor, the City shall issue its written notice of its Acceptance of the Project to the Contractor.

ARTICLE 113. ACCEPTANCE OF FINAL PAYMENT

113.01 The acceptance by the Contractor, or by anyone claiming by or through the Contractor, of Final Payment shall constitute and operate as a release for the City from any and all claims of any liability to the Contractor for anything, theretofore done or furnished for or relating to or arising out of the work done thereunder, and for any prior act of neglect, default on the part of the City or any of its officers, agents, or employees unless the Contactor serves a detailed and verified statement of claim upon the City not later than forty (40) consecutive calendar days after mailing of such Final Payment. Such statement shall specify the items claimed. Should the

Contractor refuse to accept the Final Payment as tendered, it shall constitute a waiver of any right of interest thereon.

ARTICLE 114. 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

114.01 The Contractor, or any subcontractors working on the project, shall provide written proof that any and all employees working on the project jobsite have successfully completed the 10-Hour OSHA Construction Safety and Health Course.

END OF SECTION

REQUEST FOR PROPOSAL #8742
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Driggs Elementary Parking Lot Improvements

ATTACHMENT F.

Scope of Services

The successful respondent (also referred to as "Contractor") shall procure, install, and perform **Driggs Elementary Parking Lot Improvements**, as provided below:

A. Scope of Services

1. Scope of Work:

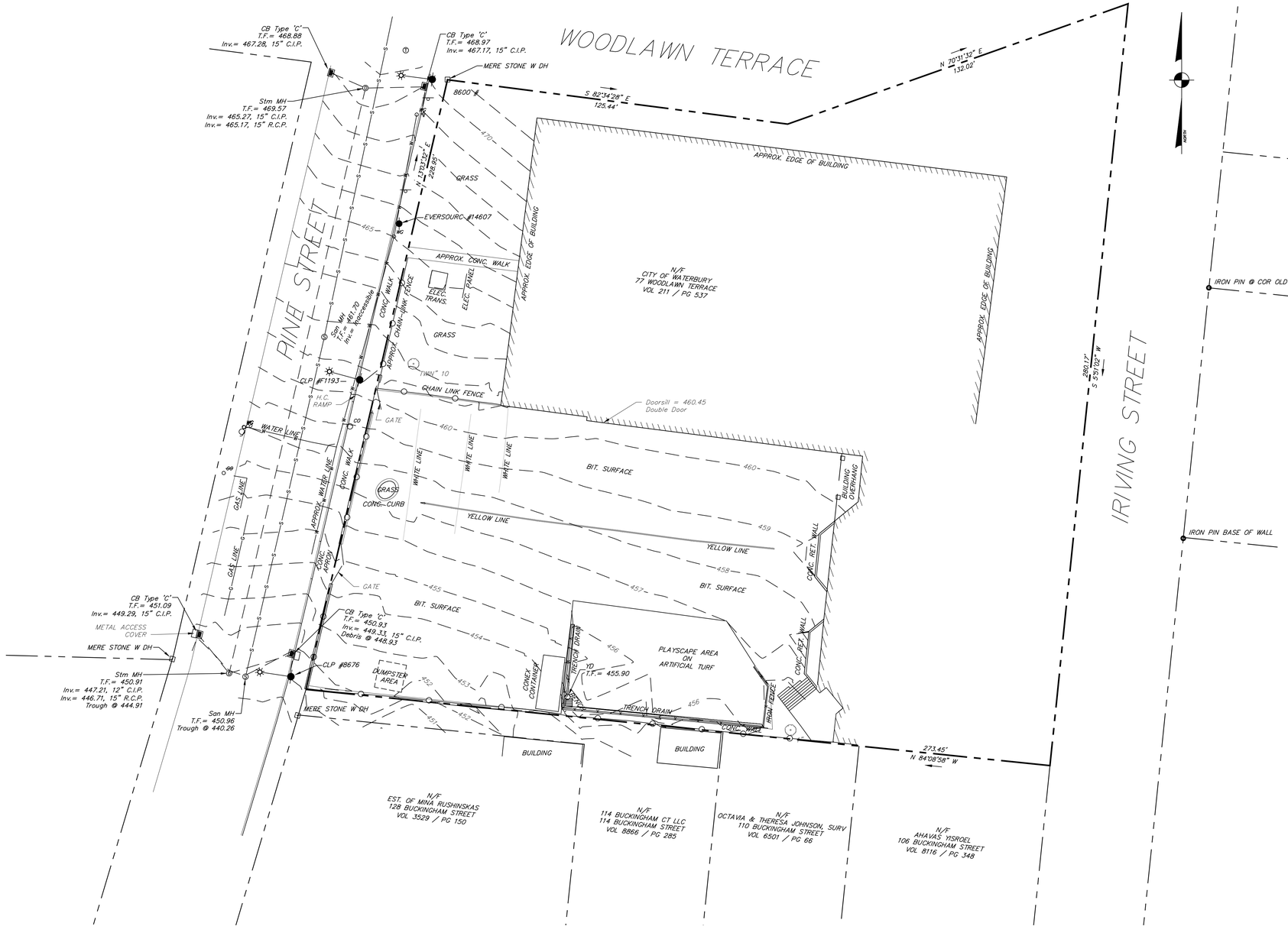
Site Preparation/Demolition

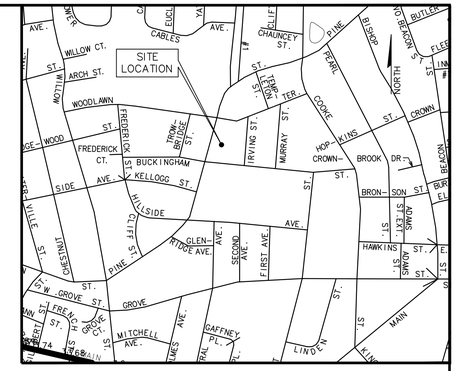
1. Work area to be established with coordination with any present school stage. Blocking of any pedestrian or emergency doors/exits shall be coordinated prior to initiation of work
2. Delineate and protect the existing play scape area and all other site features indicated to remain on site. Perimeter fencing to be protected during demolition. If moved or damaged, fence to be reset or replaced as required.
3. Install all soil erosion and sediment control features required for the Site. Install silt fence around down gradient perimeter and install antitracking pad prior to site work.
4. Remove all surficial features designated for removal and disposal. Items to be relocated within or outside of the parking area are to be removed and stored in areas designated by the Owner.
5. Buried concrete sidewalk material along building to be exposed and full extents to established prior to removal. Upon exposure and verification of the extents of the slab, material to be removed and disposed.
6. Existing pavement to be reclaimed to a depth of 12". 3" ± excess material to be removed to meet final pavement grades. Reclaimed areas to be reviewed for any materials deemed unsuitable for reuse (excessive silt or clay materials, areas susceptible to excessive settling when compacted.
7. Existing concrete driveway apron to be removed. Saw cut sidewalk at the nearest expansion joints.
8. Existing catch basins onsite to be removed and existing invert(s) to be verified for new structure installation. Existing pipe to be removed to nearest connection point to down gradient pipe segment. Protect any exposed pipes from damage or sedimentation.

Site Work

1. Reclaimed based to be compacted and fine grading to be completed for bituminous concrete pavement installation. Areas not meeting the required elevation to be augmented with new processed aggregate base material.
2. Install new drainage structure with 2' sump. Install new pipe segment for connections to new structure from existing pipe. Install silt sack until site work is completed.

3. Bituminous concrete pavement to be placed – binder course meeting HMA S0.5 DOT specification; wearing course HMA S0.375 specifications. Pave to edge of reclaimed areas meeting existing lines and grade of existing areas.
4. Install metal fencing along perimeter of new designated play area. New fencing to abut existing fencing at playscape area.
5. New driveway apron and restored sidewalk to be installed meeting City of Waterbury standards.
6. Restripe parking area as depicted in site plans. Relocate site features (i.e. dumpster) back on site in designated areas.
7. Install bollards along parking at existing building.
8. Parking area to be swept and cleaned prior to project close out. All drainage structures to be vacuumed and cleaned prior to final demobilization to remove any excess sediment or debris during construction.





LOCATION MAP

NOT TO SCALE

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- FENCE
- ELECTRIC LINE
- TELECOMMUNICATIONS LINE
- WATER LINE
- SANITARY LINE
- GAS LINE
- DRAINAGE PIPE
- STREET LIGHT/LAMP POST
- UTILITY POLE
- WG — WATER GATE/VALVE
- FIRE HYDRANT
- GG — GAS GATE/VALVE
- SIGN
- PROPERTY CORNER IRON PIN
- HAND HOLE
- CATCH BASIN
- DRAINAGE MANHOLE
- SANITARY MANHOLE
- MB — MAILBOX
- BORING
- BUSH
- DECIDUOUS TREE
- BOLLARD

GENERAL NOTES

1. THIS SURVEY HAS BEEN PREPARED BY FREEMAN COMPANIES, LLC. IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THRU 20-300b-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON AUGUST 29, 2019
   - 1.1. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS A-2 AND TOPOGRAPHIC ACCURACY CLASS T-2
   - 1.2. BOUNDARY DETERMINATION IS A RESURVEY
   - 1.3. THE TYPE OF SURVEY PERFORMED IS AN IMPROVEMENT LOCATION SURVEY
2. NORTH ARROW AND BEARINGS REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83, EPOCH2011) AND IS BASED UPON GPS OBSERVATIONS PERFORMED BY FREEMAN COMPANIES
3. ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON GPS OBSERVATIONS PERFORMED BY FREEMAN COMPANIES
4. THE UNDERGROUND FEATURES DEPICTED HEREON ARE THE RESULT OF COMPILATION OF EXISTING MAPPING AND LOCATION OF UTILITY PAINT, ACTUAL LOCATION OF UNDERGROUND UTILITIES IS TO BE CONSIDERED TO BE APPROXIMATE AT BEST. OTHER UTILITIES MAY EXIST WHICH FREEMAN COMPANIES ARE UNAWARE OF. VERIFY INFORMATION IN THE FIELD BEFORE ANY DIGGING OR SITE EXCAVATION CALL, "CALL BEFORE YOU DIG" 1-800-922-4455.

MAP REFERENCE(S)

1. "MAP OF LAND OF ESTATE OF CLARK M. PLATT, WATERBURY-CONN."; SCALE: 1 INCH = 50 FEET; DATED 1914; BY: THE A.J. PATTON CO. SURVEYOR

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

PETER PARIZO L.S. #14653

NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE ABOVE NAMED LAND SURVEYOR.

NO.	DATE	DESCRIPTION
1		

REVISIONS

FREEMAN COMPANIES
DBE | SBE | MBE | SBA (8)a CERTIFIED
LAND DEVELOPMENT
ENGINEERING DESIGN
CONSTRUCTION SERVICES

FREEMAN COMPANIES, LLC
35 JOHN STREET
HARTFORD, CT 06106
WWW.FREEMANCOS.COM
(860)251-9550
FAX:(860)986-7161

LAND OF CITY OF WATERBURY 77 WOODLAWN TERRACE WATERBURY, CONNECTICUT

SURVEYED:	Crew
DRAFTED:	CAD
APPROVED:	E.F.
SCALE:	1" = 20'
PROJECT NO.:	2025-0111
DATE:	06/02/2025
CAD FILE:	2025-0111

TITLE:
LIMITED TOPOGRAPHIC SURVEY

SHEET NUMBER:
E-1

THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF FREEMAN COMPANIES, LLC

SITE PLAN NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH PROJECT SPECIFICATION MANUAL; CITY OF WATERBURY STANDARDS AND CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS IN THE ABOVE REFERENCED INCREASING HIERARCHY. IF SPECIFICATIONS ARE IN CONFLICT, THE MORE STRINGENT SPECIFICATION SHALL APPLY. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE OSHA, FEDERAL, STATE AND LOCAL REGULATIONS.

2. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY ZONING PERMITS REQUIRED BY GOVERNMENT AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL TOWN CONSTRUCTION PERMITS, INCLUDING CONNECTICUT DOT PERMITS AND SEWER AND WATER CONNECTION PERMITS. THE CONTRACTOR SHALL POST ALL BONDS, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.

3. REFER TO DETAILS AND PROJECT MANUAL FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS IN THE FIELD AND CONTACT THE ENGINEER IF THERE ARE ANY QUESTIONS OR CONFLICTS REGARDING THE CONSTRUCTION DOCUMENTS AND/OR FIELD CONDITIONS SO THAT APPROPRIATE REVISIONS CAN BE MADE PRIOR TO BIDDING/CONSTRUCTION. ANY CONFLICT BETWEEN THE DRAWINGS AND SPECIFICATIONS SHALL BE CONFIRMED WITH THE OWNER'S CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION.

4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL PRODUCTS, MATERIALS PER PLANS AND SPECIFICATIONS TO THE OWNER AND ENGINEER FOR REVIEW AND APPROVAL PRIOR TO FABRICATION OR DELIVERY TO THE SITE. ALLOW A MINIMUM OF 14 WORKING DAYS FOR REVIEW.

5. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDED SEQUENCE OF CONSTRUCTION NOTES PROVIDED ON THE EROSION CONTROL AND SEDIMENT CONTROL NARRATIVE OR SUBMIT AN ALTERNATE PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO CONSTRUCTION.

6. SHOULD ANY UNKNOWN OR INCORRECTLY LOCATED EXISTING PIPING OR OTHER UTILITY BE UNCOVERED DURING EXCAVATION, CONSULT THE ENGINEER IMMEDIATELY FOR DIRECTIONS BEFORE PROCEEDING FURTHER WITH WORK IN THIS AREA.

7. DO NOT INTERRUPT EXISTING UTILITIES SERVICING FACILITIES OCCUPIED AND USED BY THE OWNER OR OTHERS DURING OCCUPIED HOURS, EXCEPT WHEN SUCH INTERRUPTIONS HAVE BEEN AUTHORIZED IN WRITING BY THE OWNER AND THE CITY. INTERRUPTIONS SHALL ONLY OCCUR AFTER ACCEPTABLE TEMPORARY SERVICE HAS BEEN PROVIDED.

8. ALL SITE DIMENSIONS ARE REFERENCED TO THE FACE OF CURB OR EDGE OF PAVING AS APPLICABLE, UNLESS OTHERWISE NOTED. ALL BUILDING DIMENSIONS ARE REFERENCED TO THE OUTSIDE FACE OF THE STRUCTURE.

9. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF VEHICLES AND PEDESTRIANS CONSISTING OF DRUMS, BARRIERS, SIGNS, LIGHTS, FENCES, TRAFFICMEN AND UNIFORMED TRAFFIC OFFICERS AS REQUIRED OR AS ORDERED BY THE ENGINEER, AS REQUIRED BY THE LOCAL GOVERNING AUTHORITIES OR AS REQUIRED BY PERMIT STIPULATIONS.

10. REFER TO DETAIL SHEETS FOR PAVEMENT, CURBING, AND SIDEWALK INFORMATION.

11. TRAFFIC CONTROL SIGNAGE SHALL CONFORM TO THE STATE DOT STANDARD DETAIL SHEETS AND THE CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. SIGNS SHALL BE INSTALLED PLUMB WITH THE EDGE OF THE SIGN 2' OFF THE FACE OF THE CURB, AND WITH 7' VERTICAL CLEARANCE UNLESS OTHERWISE DETAILED OR NOTED.

12. THE CONTRACT LIMIT IS THE PROPERTY LINE UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE CONTRACT DRAWINGS.

13. THE CONTRACTOR SHALL ABIDE BY ALL OSHA, FEDERAL, STATE AND LOCAL REGULATIONS WHEN OPERATING CRANES, BOOMS, HOISTS, ETC. IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES. IF CONTRACTOR MUST OPERATE EQUIPMENT CLOSE TO ELECTRIC LINES, CONTACT POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS. ANY UTILITY COMPANY FEES SHALL BE PAID FOR BY THE CONTRACTOR.

14. THE CONTRACTOR SHALL SUBMIT A SHOP DRAWING OF THE PAVEMENT MARKING PAINT MIXTURE TO BE UTILIZED PRIOR TO STRIPING.

15. PARKING SPACES SHALL BE STRIPED WITH 4" SWL; HATCHED AREA SHALL BE STRIPED WITH 4" SWL AT A 45° ANGLE, 2' ON CENTER. HATCHING, SYMBOLS, AND STRIPING FOR RESERVED SPACES SHALL BE PAINTED WHITE. OTHER MARKINGS SHALL BE PAINTED WHITE OR AS NOTED.

16. THE CONTRACTOR SHALL RESTORE ANY DRAINAGE STRUCTURE, PIPE, CONDUIT, PAVEMENT, CURBING, SIDEWALKS, LANDSCAPED AREAS OR SIGNAGE DISTURBED DURING CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER, AS APPROVED BY THE ENGINEER.

17. THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER AT THE END OF CONSTRUCTION.

18. THE ENGINEER IS NOT RESPONSIBLE FOR SITE SAFETY MEASURES TO BE EMPLOYED DURING CONSTRUCTION. THE ARCHITECT AND ENGINEER HAVE NO CONTRACTUAL DUTY TO CONTROL THE SAFEST METHODS OR MEANS OF THE WORK, JOB SITE RESPONSIBILITIES, SUPERVISION OF PERSONNEL OR TO SUPERVISE SAFETY AND DO NOT VOLUNTARILY ASSUME ANY SUCH DUTY OR RESPONSIBILITY.

19. THE CONTRACTOR SHALL COMPLY WITH OSHA CFR 29 PART 1926 FOR EXCAVATION TRENCHING AND TRENCH PROTECTION REQUIREMENTS.

20. ALTERNATIVE METHODS AND PRODUCTS, OTHER THAN THOSE SPECIFIED, MAY BE USED IF REVIEWED AND APPROVED BY THE OWNER, ENGINEER, AND APPROPRIATE REGULATORY AGENCY PRIOR TO INSTALLATION DURING THE BIDDING/CONSTRUCTION PROCESS.

21. INFORMATION ON EXISTING UTILITIES AND STORM DRAINAGE SYSTEMS HAS BEEN COMPILED FROM AVAILABLE INFORMATION INCLUDING UTILITY PROVIDER AND TOWN RECORD MAPS AND/OR FIELD SURVEY AND IS NOT GUARANTEED CORRECT OR COMPLETE. UTILITIES AND STORM DRAINAGE SYSTEMS ARE SHOWN TO ALERT THE CONTRACTOR TO THEIR PRESENCE AND THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND ELEVATIONS OF ALL UTILITIES AND STORM DRAINAGE SYSTEMS INCLUDING SERVICES. PRIOR TO DEMOLITION OR CONSTRUCTION, THE CONTRACTOR SHALL CONTACT "CALL BEFORE YOU DIG" 72 HOURS BEFORE COMMENCEMENT OF WORK AT "(800) 922-4455" AND VERIFY ALL UTILITY AND STORM DRAINAGE SYSTEM LOCATIONS.

22. NO CONSTRUCTION OR DEMOLITION SHALL BEGIN UNTIL APPROVAL OF THE FINAL PLANS IS GRANTED BY ALL GOVERNING AND REGULATORY AGENCIES.

23. THE SITE IS CURRENTLY SERVICED BY PUBLIC WATER.

24. FORM 819 IS THE LATEST CT DOT SPECIFICATION AT THIS TIME, ANY REFERENCE MADE TO OLDER VERSIONS SHALL REFER TO THE LATEST VERSION.

26. GRADE TO INSURE POSITIVE DRAINAGE AWAY FROM ALL SIDES OF BUILDING FOUNDATIONS. PREVENT PONDING OF WATER.

27. CONCRETE LANDINGS AND PATIOS SHALL PITCH AT 2% (MAX) SLOPE AWAY FROM BUILDINGS.

28. SIDEWALKS SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% AND MAXIMUM CROSS SLOPE OF 2%.

29. RESERVED PARKING SPACES SHALL HAVE A MAXIMUM SLOPE OF 2% IN ANY DIRECTION.

30. ACCESSIBLE RAMPS SHALL HAVE A MAX SLOPE OF 8%.

DEMOLITION NOTES

1. ALL STRUCTURES, LIGHT POLES, AND POSTS, INCLUDING FOUNDATIONS AND FOOTINGS SHOWN ON THIS PLAN ARE TO BE REMOVED FROM SITE, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL SECURE ANY PERMITS, PAY ALL FEES AND PERFORM CLEARING AND GRUBBING AND DEBRIS REMOVAL PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.

2. SEDIMENT AND EROSION CONTROLS AS SHOWN ON THE SEDIMENT AND EROSION CONTROL PLAN SHALL BE INSTALLED PRIOR TO START OF DEMOLITION AND CLEARING AND GRUBBING OPERATIONS.

3. REMOVE AND DISPOSE OF ANY SIDEWALKS, FENCES, STAIRS, WALLS, DEBRIS AND RUBBISH REQUIRING REMOVAL FROM THE WORK AREA IN AN APPROVED OFF-SITE LANDFILL, BY AN APPROVED HAULER. HAULER SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL REGULATORY REQUIREMENTS.

4. THE CONTRACTOR SHALL SECURE ALL PERMITS FOR HIS DEMOLITION WORK AND DISPOSAL OF HIS DEMOLITION MATERIAL TO BE REMOVED FROM THE SITE. THE CONTRACTOR SHALL POST BONDS AND PAY PERMIT FEES AS REQUIRED.

5. ASBESTOS OR HAZARDOUS MATERIAL, IF FOUND ON SITE, SHALL BE REMOVED BY A LICENSED HAZARDOUS MATERIAL CONTRACTOR.

6. THE CONTRACTOR SHALL PREPARE ALL MANIFEST DOCUMENTS AS REQUIRED PRIOR TO COMMENCEMENT OF DEMOLITION.

7. IF APPLICABLE, THE CONTRACTOR SHALL CUT AND PLUG, OR ARRANGE FOR THE APPROPRIATE UTILITY PROVIDER TO CUT AND PLUG, ALL SERVICE PIPING AT THE STREET LINE OR AT THE MAIN, AS REQUIRED BY THE UTILITY PROVIDER INCLUDING STORMWATER PIPING, OR AS OTHERWISE NOTED OR SHOWN ON THE CONTRACT DRAWINGS. ALL SERVICES MAY NOT BE SHOWN ON THIS PLAN. THE CONTRACTOR SHALL INVESTIGATE THE SITE PRIOR TO CONSTRUCTION TO DETERMINE THE EXTENT OF SERVICE PIPING TO BE REMOVED, CUT OR PLUGGED. THE CONTRACTOR SHALL PAY ALL UTILITY PROVIDER FEES FOR ABANDONMENTS AND REMOVALS INCLUDING STORMWATER PIPING.

8. THE CONTRACTOR SHALL PROTECT ALL IRON PINS, MONUMENTS AND PROPERTY CORNERS DURING DEMOLITION ACTIVITIES. ANY CONTRACTOR DISTURBED PINS, MONUMENTS, AND OR PROPERTY CORNERS, ETC. SHALL BE RESET BY A LICENSED LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.

9. THE CONTRACTOR SHALL STABILIZE THE SITE AND KEEP EROSION AND SEDIMENT CONTROL MEASURES IN PLACE UNTIL THE COMPLETION OF HIS WORK OR UNTIL THE COMMENCEMENT OF WORK BY THE SITE CONTRACTOR, WHICHEVER OCCURS FIRST, AS REQUIRED OR DEEMED NECESSARY BY THE ENGINEER OR OWNER'S REPRESENTATIVE. THE SITE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE MAINTENANCE OF EXISTING EROSION AND SEDIMENTATION CONTROLS AND FOR INSTALLATION OF ANY NEW EROSION AND SEDIMENTATION CONTROLS, AS PER THE SEDIMENT AND EROSION CONTROL PLAN, AT THAT TIME.

10. THE CONTRACTOR SHALL PUMP OUT FUEL AND WASTE OIL TANKS (IF ANY ARE ENCOUNTERED) AND REMOVE FUEL TO AN APPROVED DISPOSAL AREA BY A LICENSED WASTE OIL HANDLING CONTRACTOR IN STRICT ACCORDANCE WITH STATE DEEP REQUIREMENTS.

11. IF IMPACTED OR CONTAMINATED SOIL IS ENCOUNTERED BY THE CONTRACTOR, THE CONTRACTOR SHALL SUSPEND EXCAVATION WORK OF IMPACTED SOIL AND NOTIFY THE OWNER AND/OR OWNER'S ENVIRONMENTAL CONSULTANT PRIOR TO PROCEEDING WITH FURTHER WORK IN THE IMPACTED SOIL LOCATION UNTIL FURTHER INSTRUCTED BY THE OWNER AND/OR OWNER'S ENVIRONMENTAL CONSULTANT.

12. THE CONTRACTOR SHALL ADHERE TO ALL OSHA, FEDERAL, STATE AND LOCAL REGULATIONS WHEN OPERATING CRANES, BOOMS, HOISTS, ETC. IN PROXIMITY OF OVERHEAD ELECTRIC LINES. IF CONTRACTOR MUST OPERATE EQUIPMENT CLOSE TO ELECTRIC LINES CONTACT POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS. ANY UTILITY PROVIDER FEES SHALL BE PAID BY THE CONTRACTOR.

13. THE OWNER SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF VEHICLES AND PEDESTRIANS CONSISTING OF DRUMS, BARRIERS, SIGNS, LIGHTS, FENCES AND UNIFORMED TRAFFICMEN/OFFICERS AS REQUIRED OR AS ORDERED BY THE ENGINEER, OR AS REQUIRED BY THE LOCAL GOVERNING AUTHORITIES OR AS REQUIRED BY PERMIT STIPULATIONS. CONTRACTOR SHALL MAINTAIN ALL TRAFFIC LANES AND PEDESTRIAN WALKWAYS AT ALL TIMES UNLESS WRITTEN APPROVAL FROM THE APPROPRIATE GOVERNING AGENCY IS GRANTED.

14. BACKFILL DEPRESSIONS, FOUNDATION HOLES AND REMOVED DRIVEWAY AREAS IN LOCATIONS NOT SUBJECT TO FURTHER EXCAVATION WITH SOIL MATERIAL APPROVED BY THE OWNER'S GEOTECHNICAL ENGINEER AND COMPACT, FERTILIZE, SEED AND MULCH DISTURBED AREAS NOT SUBJECT TO FURTHER SITE CONSTRUCTION. EMPLOY WATERING EQUIPMENT FOR DUST CONTROL.

15. THE CONTRACTOR SHALL REPAIR PAVEMENTS BY INSTALLING TEMPORARY AND PERMANENT PAVEMENTS IN PUBLIC RIGHTS-OF-WAY AS REQUIRED BY LOCAL GOVERNING AUTHORITIES AND THE CONNECTICUT DOT AND PER PERMIT REQUIREMENTS DUE TO DEMOLITION AND PIPE REMOVAL ACTIVITIES.

16. THE CONTRACTOR SHALL RESTORE ANY UTILITY STRUCTURE, PIPE, CONDUIT, PAVEMENT, CURBING, SIDEWALKS, DRAINAGE STRUCTURE, SWALE OR LANDSCAPED AREAS DISTURBED DURING DEMOLITION TO THEIR ORIGINAL CONDITION OR BETTER TO THE SATISFACTION OF THE OWNER, CITY OF WATERBURY.

17. NO WORK ON THIS SITE SHALL BE INITIATED BY THE CONTRACTOR UNTIL A PRE-CONSTRUCTION MEETING WITH THE OWNER AND THE ENGINEER IS PERFORMED. THE CONTRACTOR SHOULD BE AWARE OF ANY SITE INFORMATION AVAILABLE SUCH AS GEOTECHNICAL AND ENVIRONMENTAL REPORTS. THE CONTRACTOR SHALL HAVE CALL BEFORE YOU DIG MARK OUTS OF EXISTING UTILITIES COMPLETED PRIOR TO MEETING.

18. THE CONTRACTOR SHALL ARRANGE FOR AND INSTALL TEMPORARY OR PERMANENT UTILITY CONNECTIONS WHERE INDICATED ON PLAN OR AS REQUIRED. CONTRACTOR TO COORDINATE WITH UTILITY PROVIDERS FOR INSTALLATION AND PAY UTILITY PROVIDER FEES.

19. IF REQUIRED, THE CONTRACTOR SHALL NOT COMMENCE DEMOLITION OR UTILITY DISCONNECTIONS UNTIL AUTHORIZED TO DO SO BY THE OWNER AND/OR ENGINEER.

20. IF REQUIRED, THE CONTRACTOR OR DEMOLITION CONTRACTOR SHALL INSTALL TEMPORARY SHEETING OR SHORING AS NECESSARY TO PROTECT EXISTING AND NEW BUILDINGS AND UTILITIES DURING CONSTRUCTION AND DEMOLITION. SHEETING OR SHORING SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER, LICENSED IN THIS STATE AND EVIDENCE OF SUCH SUBMITTED TO THE OWNER PRIOR TO INSTALLATION.

21. NO SALVAGE SHALL BE PERMITTED UNLESS PAID TO THE OWNER AS A CREDIT.

22. THE CONTRACTOR SHALL COMPLY WITH OSHA CFR29 PART 1926 FOR EXCAVATION, TRENCHING, AND TRENCH PROTECTION REQUIREMENTS.

23. ALL TREE STUMPS WITHIN THE LIMITS OF DISTURBANCE SHALL BE REMOVED.

GRADING AND DRAINAGE NOTES

1. THE CONTRACTOR SHALL PRESERVE EXISTING VEGETATION WHERE POSSIBLE AND/OR AS NOTED ON THE DRAWINGS. REFER TO EROSION CONTROL PLAN FOR LIMIT OF DISTURBANCE AND EROSION CONTROL NOTES.

2. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY CONSTRUCTION PERMITS FROM THE STATE AND CITY OF WATERBURY REQUIRED TO PERFORM ALL REQUIRED WORK, INCLUDING STREET CUTS AND CONNECTIONS TO EXISTING UTILITIES. THE CONTRACTOR SHALL POST ALL BONDS, EXCEPT CONNECTICUT DOT ENCROACHMENT PERMIT BOND, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.

3. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES FOR PROTECTION OF VEHICLES AND PEDESTRIANS CONSISTING OF DRUMS, BARRIERS, SIGNS, LIGHTS, FENCES AND UNIFORMED TRAFFICMEN/OFFICERS AS REQUIRED, ORDERED BY THE ENGINEER OR REQUIRED BY THE STATE AND CITY OF WATERBURY.

4. SUBGRADE SHALL BE FORMED WITH REMOVAL AND REPLACEMENT OF FILL AND REMOVAL AND REPLACEMENT OF SOFT SUBGRADE MATERIAL AS ORDERED BY THE ENGINEER.

5. THE CONTRACTOR SHALL COMPACT FILL PER THE SPECIFICATIONS AND DETAILS. MAXIMUM LIFTS UNDER ALL PARKING AND DRIVE AREAS TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR TEST), OR AS DIRECTED BY THE ENGINEER.

6. ALL SITE WORK, MATERIALS OF CONSTRUCTION, AND CONSTRUCTION METHODS FOR EARTHWORK AND STORM DRAINAGE WORK, SHALL CONFORM TO THE SPECIFICATIONS AND DETAILS AND APPLICABLE SECTIONS OF THE PROJECT SPECIFICATIONS MANUAL. ALL FILL MATERIAL UNDER STRUCTURES AND PAVED AREAS SHALL BE PER THE ABOVE STATED APPLICABLE SPECIFICATIONS, AND/OR PROJECT GEOTECHNICAL REPORT, AND SHALL BE PLACED IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS UNDER THE SUPERVISION OF A QUALIFIED PROFESSIONAL ENGINEER. MATERIAL SHALL BE COMPACTED IN LIFTS TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D 1557.

7. ALL DISTURBANCE INCURRED TO PUBLIC, MUNICIPAL, COUNTY, STATE PROPERTY DUE TO CONSTRUCTION SHALL BE RESTORED TO ITS PREVIOUS CONDITION OR BETTER, TO THE SATISFACTION OF THE CITY OF WATERBURY AND STATE OF CONNECTICUT.

8. ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT SPECIFICATIONS AND THE LOCAL MUNICIPALITY'S STANDARDS AND STATE DOT SPECIFICATIONS AS APPLICABLE FOR THE LOCATION OF THE WORK. WHERE SPECIFICATIONS OR STANDARDS ARE IN CONFLICT, THE MORE STRINGENT SPECIFICATION OR STANDARD SHALL BE SUPERIOR.

9. IF REQUIRED, ALL EXISTING AND PROPOSED FRAMES, RIMS, AND COVERS TO BE RAISED OR LOWERED FLUSH WITH FINAL GRADE AS NECESSARY.

10. SHOP DRAWINGS: THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR DESIGNATED MATERIALS AND STRUCTURES FOR REVIEW AND APPROVAL PRIOR TO DELIVERY TO THE SITE. ALLOW 14 WORKING DAYS FOR REVIEW.

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL CONSTRUCT ALL SEDIMENT AND EROSION CONTROLS IN ACCORDANCE WITH THE 2024 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, LATEST EDITION, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND AS DIRECTED BY CITY OF WATERBURY. THE CONTRACTOR SHALL KEEP A COPY OF THE CURRENT GUIDELINES ON-SITE FOR REFERENCE DURING CONSTRUCTION. ALL SEDIMENTATION AND EROSION CONTROL MEASURES, INCLUDING THE CONSTRUCTION OF TEMPORARY SEDIMENTATION TRAPS/BASINS, TEMPORARY DIVERSION SWALES AND ANTI-TRACKING PADS, SHALL BE INSTALLED PRIOR TO THE START OF CLEARING AND GRUBBING AND DEMOLITION OPERATIONS.

2. THE DRAWINGS ARE ONLY INTENDED TO DESCRIBE THE SEDIMENT AND EROSION CONTROL MEASURES FOR THIS SITE. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE EROSION & SEDIMENT CONTROL PLAN ARE SHOWN IN A GENERAL SIZE AND LOCATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL EROSION CONTROL MEASURES ARE CONFIGURED AND CONSTRUCTED IN A MANNER THAT WILL MINIMIZE EROSION OF SOILS AND PREVENT THE TRANSPORT OF SEDIMENTS AND OTHER POLLUTANTS TO STORM DRAINAGE SYSTEMS AND/OR WATERCOURSES. ACTUAL SITE CONDITIONS OR SEASONAL AND CLIMATIC CONDITIONS MAY WARRANT ADDITIONAL CONTROLS OR CONFIGURATIONS WHEN DIRECTED BY THE ENGINEER.SEE SEDIMENT AND EROSION CONTROL DETAILS AND SUGGESTED CONSTRUCTION SEQUENCE FOR MORE INFORMATION. REFER TO SITE PLAN FOR GENERAL INFORMATION AND OTHER CONTRACT PLANS FOR APPROPRIATE INFORMATION.

3. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THE SEDIMENT AND EROSION CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE PROPER INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED WITH CONSTRUCTION ON THE SITE OF THE REQUIREMENTS AND OBJECTIVES OF THIS PLAN, INFORMING THE GOVERNING AUTHORITY OR INLAND WETLANDS AGENCY OF ANY TRANSFER OF THIS RESPONSIBILITY, AND FOR CONVEYING A COPY OF THE SEDIMENT & EROSION CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED. COMPLY WITH REQUIREMENTS OF CGS SECTION 22A, 430B FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AND WITH DEEP RECORD KEEPING AND INSPECTION REQUIREMENTS.

4. A BOND MAY BE REQUIRED TO BE POSTED WITH THE GOVERNING AUTHORITY FOR THE EROSION CONTROL INSTALLATION AND MAINTENANCE.

5. THE CONTRACTOR SHALL APPLY THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES SHOWN ON THE PLAN IN CONJUNCTION WITH CONSTRUCTION SEQUENCING, SUCH THAT ALL ACTIVE WORK ZONES ARE PROTECTED. ADDITIONAL AND/OR ALTERNATIVE SEDIMENT AND EROSION CONTROL MEASURES MAY BE INSTALLED DURING THE CONSTRUCTION PERIOD IF FOUND NECESSARY BY THE CONTRACTOR, OWNER, SITE ENGINEER, MUNICIPAL OFFICIALS, OR ANY GOVERNING AGENCY. THE CONTRACTOR SHALL CONTACT THE OWNER AND APPROPRIATE GOVERNING AGENCIES FOR APPROVAL IF ALTERNATIVE CONTROLS OTHER THAN THOSE SHOWN ON THE PLANS ARE PROPOSED BY THE CONTRACTOR.

6. THE CONTRACTOR SHALL TAKE EXTREME CARE DURING CONSTRUCTION SO AS NOT TO DISTURB SEDIMENTATION AND EROSION CONTROL MEASURES. THE CONTRACTOR SHALL INSPECT ALL SEDIMENT AND EROSION CONTROLS WEEKLY AND WITHIN 24 HOURS OF A STORM THAT CREATES A DISCHARGE TO VERIFY THAT THE CONTROLS ARE OPERATING PROPERLY AND MAKE REPAIRS WHERE NECESSARY.

7. THE CONTRACTOR SHALL KEEP A SUPPLY OF EROSION CONTROL MATERIAL (HAY BALES, SILT FENCE, EROSION CONTROL BLANKET, ETC.) ON-SITE FOR PERIODIC MAINTENANCE AND EMERGENCY REPAIRS.

8. PROTECT EXISTING TREES THAT ARE TO BE SAVED BY FENCING AT THE DRIP LINE, OR AS DETAILED, WITH SNOW FENCE, ORANGE SAFETY FENCE, OR EQUIVALENT FENCING. ANY LIMB TRIMMING SHOULD BE DONE AFTER CONSULTATION WITH AN ARBORIST AND BEFORE CONSTRUCTION BEGINS IN THAT AREA; FENCING SHALL BE MAINTAINED AND REPAIRED DURING CONSTRUCTION.

9. CONSTRUCTION ENTRANCE SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION OR CONSTRUCTION ACTIVITY AND SHALL BE MAINTAINED THROUGHOUT THE DURATION OF ALL CONSTRUCTION.

10. ALL CONSTRUCTION SHALL BE CONTAINED WITHIN THE LIMIT OF DISTURBANCE, WHICH SHALL BE MARKED WITH SILT FENCE, SAFETY FENCE, RIBBONS, OR OTHER MEANS PRIOR TO CLEARING. CONSTRUCTION ACTIVITY SHALL REMAIN ON THE UPHILL SIDE OF THE SEDIMENT BARRIER UNLESS WORK IS SPECIFICALLY CALLED FOR ON THE DOWNHILL SIDE OF THE BARRIER. STAKED HAY BALES OR SILT FENCES SHALL ALSO BE INSTALLED AT THE DOWNHILL SIDES OF BUILDING EXCAVATIONS, DEWATERING PUMP DISCHARGES, AND MATERIAL STOCKPILES.

11. INSTALL DEWATERING PITS AS NECESSARY DURING VARIOUS PHASES OF CONSTRUCTION TO CONTROL RUNOFF UNTIL UPHILL AREAS ARE STABILIZED. DEWATERING SETTLING TRAPS SHALL BE USED IF GROUND WATER IS ENCOUNTERED. NO RUNOFF SHALL BE ALLOWED TO EXIT THE SITE PRIOR TO TREATMENT FOR SEDIMENT REMOVAL.

12. PERIODICALLY CHECK ACCUMULATED SEDIMENT LEVELS IN SEDIMENT SILT SACKS DURING CONSTRUCTION AND CLEAN ACCUMULATED SILT WHEN NECESSARY OR WHEN ONE FOOT OF SEDIMENT HAS ACCUMULATED. CLEAN ACCUMULATED SEDIMENT FROM CATCH BASIN SUMPS AS NECESSARY.

13. TOPSOIL SHALL BE STRIPPED AND STOCKPILED FOR USE IN FINAL LANDSCAPING. ALL EARTH STOCKPILES SHALL HAVE HAY BALES OR SILT FENCE AROUND THE LIMIT OF PILE. PILES SHALL BE TEMPORARILY SEEDED IF PILE IS TO REMAIN IN PLACE AND UNDISTURBED FOR MORE THAN 14 DAYS.

14. NO CUT OR FILL SLOPES SHALL EXCEED 2:1 EXCEPT WHERE STABILIZED BY ROCK FACED EMBANKMENTS OR EROSION CONTROL BLANKETS, AND VEGETATION. ALL SLOPES SHALL BE SEEDED.

15. DIRECT ALL DEWATERING PUMP DISCHARGE TO A SEDIMENT CONTROL DEVICE SUCH AS TEMPORARY SEDIMENT TRAPS OR GRASS FILTERS WITHIN THE APPROVED LIMIT OF DISTURBANCE. DISCHARGE TO STORM DRAINS OR SURFACE WATERS FROM SEDIMENT CONTROLS SHALL BE CLEAR AND APPROVED BY THE ENGINEER.

16. THE CONTRACTOR SHALL MAINTAIN A CLEAN CONSTRUCTION SITE AND SHALL NOT ALLOW THE ACCUMULATION OF RUBBISH OR CONSTRUCTION DEBRIS ON THE SITE. PROPER SANITARY DEVICES SHALL BE MAINTAINED ON-SITE AT ALL TIMES. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID THE SPILLAGE OF FUEL OR OTHER POLLUTANTS ON THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL APPLICABLE POLICIES AND REGULATIONS RELATED TO SPILL PREVENTION AND RESPONSE/CONTAINMENT.

17. COVERED METAL WASTE CONTAINERS SHALL BE PROVIDED AT THE SITE TO FACILITATE THE COLLECTION OF REFUSE MATERIAL GENERATED FROM CONSTRUCTION ACTIVITIES. SUCH MATERIAL SHALL NOT BE BURIED OR BURNED AT THE SITE.

18. MINIMIZE LAND DISTURBANCES. SEED AND MULCH DISTURBED AREAS WITH TEMPORARY MIX AS SOON AS PRACTICABLE (2 WEEK MAXIMUM UNSTABILIZED PERIOD) USING PERENNIAL RYEGRASS AT 40 LBS PER ACRE. MULCH ALL CUT AND FILL SLOPES AND SWALES WITH LOOSE HAY AT A RATE OF 2 TONS PER ACRE. IF NECESSARY, REPLACE LOOSE HAY ON SLOPES WITH EROSION CONTROL BLANKETS OR JUTE CLOTH. MODERATELY GRADED AREAS, ISLANDS, AND TEMPORARY CONSTRUCTION STAGING AREAS MAY BE HYDROSEEDED WITH TACKIFIER.

19. MAINTAIN EXISTING PAVED AREAS FOR CONSTRUCTION STAGING FOR AS LONG AS POSSIBLE. UPON REMOVAL OF ALL PAVEMENT, THE CONTRACTOR SHALL PLACE STONE OVER DISTURBED AREAS TO SERVE AS STAGING AREAS TO THE SATISFACTION OF THE ENGINEER.

20. SWEEP AFFECTED PORTIONS OF OFF SITE ROADS ONE OR MORE TIMES A DAY (OR LESS FREQUENTLY IF TRACKING IS NOT A PROBLEM) DURING CONSTRUCTION. FOR DUST CONTROL, PERIODICALLY MOISTEN EXPOSED SOIL SURFACES WITH WATER ON UNPAVED TRAVEL WAYS TO KEEP THE TRAVEL WAYS DAMP. DUMP TRUCK LOADS EXITING THE SITE SHALL BE COVERED.

21. TURF ESTABLISHMENT SHALL BE PERFORMED OVER ALL DISTURBED SOIL, UNLESS THE AREA IS UNDER ACTIVE CONSTRUCTION, IT IS COVERED IN STONE OR SCHEDULED FOR PAVING WITHIN 14 DAYS. TEMPORARY SEEDING OR NON-LIVING SOIL PROTECTION OF ALL EXPOSED SOILS AND SLOPES SHALL BE INITIATED WITHIN THE FIRST 7 DAYS OF SUSPENDING WORK IN AREAS TO BE LEFT LONGER THAN 14 DAYS.

22. MAINTAIN ALL PERMANENT AND TEMPORARY SEDIMENT CONTROL DEVICES IN EFFECTIVE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD. UPON COMPLETION OF WORK SWEEP PARKING LOTS, CLEAN THE STORM DRAINAGE SYSTEMS AND REMOVE ALL TEMPORARY SEDIMENT CONTROLS ONCE THE SITE IS FULLY STABILIZED AND APPROVAL HAS BEEN RECEIVED FROM CITY OF WATERBURY AND/OR ENGINEER.

23. REFER TO SHEET C-700 FOR SEDIMENT AND EROSION CONTROL NARRATIVE AND DETAILS.

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION

REVISIONS

FREEMAN COMPANIES
36 JOHN STREET, HARTFORD, CT 06106
WWW.FREEMANCOS.COM
(860)251-9550
FAX:(860)986-7161
ELEVATE YOUR EXPECTATIONS

DRIGGS ELEMENTARY SCHOOL
PARKING LOT IMPROVEMENTS
77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	NTS
PROJECT NO.:	2025–0111
DATE:	6/18/2025
CAD FILE:	2025–0111 GEN NOTES

TITLE:
GEN NOTES

SHEET NUMBER:
C-1.01

Freeman Companies, LLC. R:\2025\2025–0111 Driggs and Washington Schools\DWG\2025–0111 GEN NOTES.dwg September 9, 2021 8:09 PM Plotter.ctb Plotted By: twallace

THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF FREEMAN COMPANIES, LLC

DEMOLITION LEGEND

- SAW CUT PAVEMENT
- REMOVE & DISPOSE (R&D) CURB OR FENCE
- REMOVE & DISPOSE (R&D) UTILITIES
- REMOVE & DISPOSE (R&D) PAVEMENT
- REMOVE & DISPOSE (R&D) STRUCTURE & FOUNDATION/BASE
- REMOVE & STOCKPILE (R&S) FEATURE, R&D FOUNDATION/BASE
- MILL PAVEMENT
- REMOVE & DISPOSE (R&D)

PINE STREET

N/F
CITY OF WATERBURY
77 WOODLAWN TERRACE
VOL 211 / PG 537

FENCE GATE TO REMAIN

APPROXIMATE LOCATION OF BURIED CONCRETE SIDEWALK. SIDEWALK TO BE EXPOSED AND REMOVED

Doorsill = 460.45
Double Door

FORMER TREE WELL TO BE REMOVED

SAWCUT (TYP)

CONC. APRON TO BE REMOVEDS

CONC. APRON

EXISTING PAVEMENT TO RECLAIMED
EXCESS MATERIAL TO BE REMOVED
TO MEET EXISTING GRADE AFTER
PAVING

PLAYSCAPE TO BE PROTECTED

EXISTING CATCH BASINS
TO BE REMOVED

EXISTING DUMPSTER TO BE RELOCATED

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

GRAPHIC SCALE
10 5 0 10
SCALE IN FEET

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION

REVISIONS

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ELEVATE YOUR EXPECTATIONS

DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	1" = 10'
PROJECT NO.:	2025-0111
DATE:	05/25/2025
CAD FILE:	2025-0111 DEMO

TITLE:
SITE DEMOLITION PLAN

SHEET NUMBER:
C-2.01

Freeman Companies, LLC. R:\2025\2025-0111 Driggs and Washington Schools\DWG\2025-0111 DEMO.dwg September 9, 2021 8:51 PM Plotter.ctb Plotted By: twallace

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SITE LAYOUT LEGEND

- PROPERTY LINE/RIGHT OF WAY LINE
- LOD — LOD — LIMIT OF DISTURBANCE
- SETBACK LINE
- PROPOSED CURB
- DECORATIVE FENCE
- METAL FENCE
- SAWCUT
- BIT. CONC PAVEMENT

PINE STREET

N/F
CITY OF WATERBURY
77 WOODLAWN TERRACE
VOL 211 / PG 537

TWN" 10

CLP #F1193

BOLLARD (TYP OF 8)

FENCE GATES

DOOR LOCATION

61±

18' (TYP.)

9' (TYP.)

8

LIMIT OF MILL AND OVERLAY

PROPOSED FENCE
(INSTALL FENCE
FOLLOWING OVERLAY)

24'

NEW BITUMINOUS
CONCRETE OVER
RECLAIMED BASE

RECONSTRUCT DRIVEWAY APRON
(APRON TO CONFORM WITH CITY
STANDARDS)

SAWCUT SIDEWALK AT CLOSEST JOINT.
MATCH LINE AND GRADE OF EXISTING
PARKING, ROADWAY AND SIDEWALKS

SAWCUT LINE (TYP.)

4

16'

NEW BITUMINOUS
CONCRETE OVER
RECLAIMED BASE

AREA WITHIN FENCE TO BE
DESIGNATED AS OUTSIDE
PLAY AREA

EXISTING PLANTERS

EXISTING PLANTERS

25'

8' COMPACT SPACE

8' COMPACT SPACE

EXISTING
PLAYSCAPE
AREA

8

MERE STONE W DH

NEW CATCH BASIN

EXISTING
DUMPSTER
LOCATION

RESTRIPE PARKING

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

GRAPHIC SCALE
10 5 0 10
SCALE IN FEET

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION
		REVISIONS

36 JOHN STREET, HARTFORD, CT 06106
WWW.FREEMANCOS.COM
(860)251-9550
FAX (860)951-9551
ELEVATE YOUR EXPECTATIONS

DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	1" = 10'
PROJECT NO.:	2025-0111
DATE:	05/25/2025
CAD FILE:	2025-0111 SITE LAYOUT

TITLE:
SITE LAYOUT PLAN

SHEET NUMBER:
C-3.01

Freeman Companies, LLC. R:\2025\2025-0111 Driggs and Washington Schools\DWG\2025-0111 SITE LAYOUT.dwg September 9, 2021 8:50 PM Plotter.ctb Plotted By: twallace

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GRADING AND EROSION LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE LINE
- EXISTING DRAINAGE LINE
- YARD DRAIN
- AREA DRAIN
- CATCH BASIN TYPE CL
- CATCH BASIN TYPE C
- CATCH BASIN TYPE CL - DOUBLE
- DIRECTION OF SURFACE FLOW
- ACCESSIBLE ENTRANCE/FLUSH
- SILT FENCE
- SILT SACK
- ANTI-TRACKING PAD

PINE STREET

EXISTING DOOR
SILL EL = 460.45

MEET LINE AND GRADE OF EXISTING
ROADWAY AND SIDEWALK

ANTI TRACKING PAD
DURING INITIAL PHASES
OF WORK

REPLACING EXISTING DRAINS W/ NEW DRAIN
STRUCTURE WITH SUMP

CONTRACTOR TO VERIFY AND MATCH EXISTING INVERT

SILT FENCE

MEET LINE AND GRADE OF CONCRETE
AT BUILDING ENTRANCE AND STAIRS

PAVE FLUSH AGAINST EDGE
OF PLAYSCAPE AREA

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

GRAPHIC SCALE
10 5 0 10
SCALE IN FEET

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235 GRAND STREET
WATERBURY, CT

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235 GRAND STREET
WATERBURY, CT

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77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

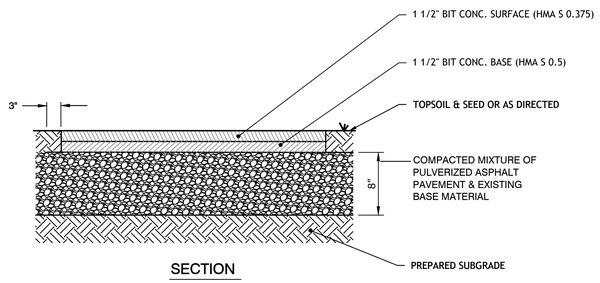
DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	1" = 10'
PROJECT NO.:	2025-0111
DATE:	05/25/2025
CAD FILE:	2025-0111 GRADING AND EI

TITLE:
SITE GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C-4.01

Freeman Companies, LLC. R:\2025\2025-0111 Driggs and Washington Schools\DWG\2025-0111 GRADING AND EROSION.dwg September 9, 2021 8:51 PM Plotter.ctb Plotted By: twallace

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SECTION

NOTES:

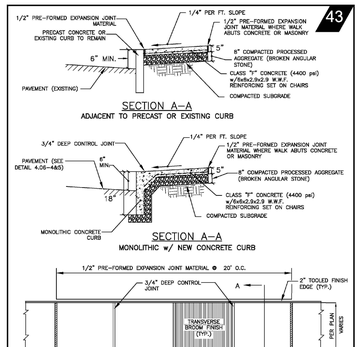
1. THE CONTRACTOR SHALL REVIEW RECLAIMED MATERIAL AND NOTIFY THE ENGINEER IF THERE ARE ANY ISSUES OR DISCREPANCIES IN EXISTING MATERIAL.
2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE EXISTING PAVEMENT LAYER HAS INSUFFICIENT DEPTH AND/OR UNSUITABLE SOILS ARE PRESENT.
3. NOTIFY THE ENGINEER IF OBSTRUCTIONS OR UNIDENTIFIED OBJECTS ARE ENCOUNTERED DURING RECLAMATION.
4. RECLAMATION SHALL BE COMPLETED DURING DRY WEATHER CONDITIONS.

BITUMINOUS PAVEMENT RECLAMATION

N.T.S.

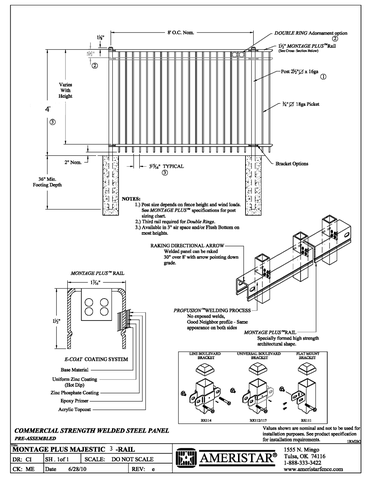
PAVEMENT RESTORATION WITH MILLING

N.T.S.



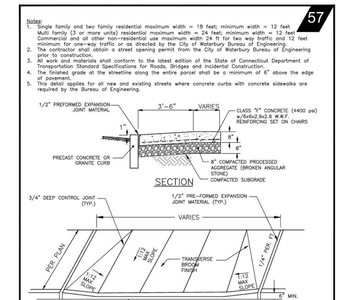
PORTLAND CEMENT CONCRETE SIDEWALK

N.T.S.



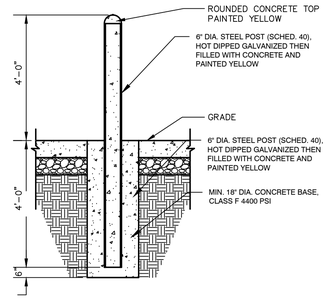
4' METAL FENCE

N.T.S.



PORTLAND CEMENT CONCRETE DRIVEWAY APRON

N.T.S.



BOLLARD DETAIL

N.T.S.

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

NO.	DATE	DESCRIPTION
		REVISIONS

FREEMAN COMPANIES
LAND DEVELOPMENT · ENGINEERING DESIGN · CONSTRUCTION SERVICES
36 JOHN STREET, HARTFORD, CT 06106
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DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS

77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
DRAFTED:	TRW
CHECKED:	TRW
APPROVED:	TRW
SCALE:	NTS
PROJECT NO.:	2025-0111
DATE:	06/18/2025
CAD FILE:	2025-0111 DETAILS

TITLE:
SITE DETAILS

SHEET NUMBER:
C-5.01

Freeman Companies, LLC. R:\2025\2025-0111 Driggs and Washington Schools\DWG\2025-0111 DETAILS.dwg September 9, 2021 8:35 PM Plotter.ctb Plotted By: twallace

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EROSION AND SEDIMENT CONTROL NARRATIVE FOR:
DRIGGS ELEMENTARY SCHOOL PAVEMENT RESTORATION
WATERBURY, CONNECTICUT

I. INTRODUCTION

THE EROSION AND SEDIMENT CONTROL PLAN HAS BEEN PREPARED AS PART OF THE CONSTRUCTION PLANS FOR THE PROPOSED DRIGGS AND WASHINGTON SCHOOLS PAVEMENT RESTORATION LOCATED AT 77 WOODLAWN TERRACE, WATERBURY, CONNECTICUT. INFORMATION RELATING TO SEDIMENTATION AND EROSION CONTROL IS INCLUDED IN THESE DRAWINGS. ALL SEDIMENTATION AND EROSION CONTROL ACTIVITIES SHALL BE IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN PREPARED FOR THIS PROJECT.

II. NARRATIVE

A. DESCRIPTION OF DEVELOPMENT

THE PROJECT SITE IS BOUND BY PINE STREET, IRVING STREET, WOODLAWN TERRACE, AND A RESIDENTIAL DISTRICT. THE PROJECT PROPOSES THE MINOR RECONFIGURATION OF THE EXISTING PARKING LOT WHILE PRESERVING THE DRAINAGE CONFIGURATION AND PLAYGROUND AREAS.

B. CONSTRUCTION AND GRADING SCHEDULE

1. GENERAL

A. THE FOLLOWING SCHEDULE IS TO SERVE AS A GENERAL GUIDE TO THE SEQUENCE OF CONSTRUCTION ACTIVITIES FOR SEDIMENT AND EROSION CONTROL MEASURES. IT IS NOT INTENDED TO TAKE THE PLACE OF THE CONTRACTOR'S RESPONSIBILITY FOR DETAILED SCHEDULING OF ALL CONSTRUCTION ACTIVITIES. HOWEVER, THE SCHEDULE WILL BE INCORPORATED INTO THE CONTRACT DOCUMENTS AND NO SUBSTANTIAL DEVIATION FROM THIS SCHEDULE SHALL OCCUR WITHOUT PRIOR APPROVAL OF THE CONSTRUCTION MANAGER.

2. CONSTRUCTION SEQUENCE

THERE ARE THREE MAJOR PHASES OF CONSTRUCTION. EACH PHASE WILL INCLUDE THE INSTALLATION OF EROSION AND SEDIMENT (E&S) CONTROLS WHICH WILL NEED TO BE ADJUSTED AS THE PHASE EVOLVES AND AS DIRECTED BY THE ENGINEER. THE E&S CONTROLS WILL NEED TO BE INSPECTED DURING THE START OF EACH PHASE AND ADJUSTED OR REPLACED AS NEEDED. THE FOLLOWING ARE THE PROJECT PHASES;
1. DEMOLITION (SITE PREP)
2. MAJOR EARTHWORK AND UTILITY PHASE
3. SITE IMPROVEMENTS PHASE

A. EROSION AND SEDIMENT CONTROL

(1.) SILT FENCE AND SILT SACKS AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER.
(2.) INSTALL TEMPORARY SEDIMENT TRAPS AS NEEDED TO CONTROL STORMWATER BEFORE DISCHARGING TO EXISTING OR PROPOSED DRAINAGE STRUCTURES.

B. SITE EXCAVATION AND GRADING

(1.)STRIP AND STOCK TOPSOIL. INSTALL HAY BALES AND SILT FENCE AROUND STOCKPILE AS REQUIRED.
(2.)RELOCATE OR INSTALL ADDITIONAL SILT FENCE OR HAY BALES TO FULLY ENCLOSE AND CONTROL ALL WORK AREAS AS DIRECTED BY THE ENGINEER.
(3.)AS EXCAVATION PROGRESSES, PROVIDE TEMPORARY CHANNELS OR BERMS AS NECESSARY TO DIRECT SITE RUNOFF TO THE PROPOSED OR EXISTING DRAINAGE STRUCTURES AS DIRECTED BY THE ENGINEER AND/OR OWNER.
(4.)THE CONTRACTOR SHALL STOCKPILE ALL EXCESS EXCAVATED MATERIAL AT LOCATIONS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER. SILT FENCE SHALL BE PLACED AROUND THE PERIMETER OF ALL STOCKPILES. EXCESS MATERIAL WHICH WILL NOT BE REUSED SHALL BE TAKEN OFFSITE IMMEDIATELY.
(5.)REPLACE CLOGGED SEDIMENTATION CONTROL BALES AS REQUIRED AND CLEAN SEDIMENT FROM BASINS WHEN ACCUMULATION SEDIMENT EXCEEDS 8" IN DEPTH.

C. STORM DRAINAGE STRUCTURES
(1.)AS SOON AS POSSIBLE CONSTRUCT STORM DRAINAGE SYSTEMS ON-SITE AND/OR SILT FENCE AROUND ALL INLETS TO PREVENT SEDIMENT FROM ENTERING NEWLY CONSTRUCTED OR EXISTING DRAINAGE SYSTEMS.
(2.)FOLLOWING CONSTRUCTION OF CATCH BASINS AND OTHER INLETS, PROVIDE HAY BALES AND SILT SACKS.

D. ROUGH GRADING AND PAVING

SEDIMENT AND EROSION CONTROLS WITHIN THE PAVED AREAS SHALL BE LEFT IN PLACE UNTIL IMMEDIATELY BEFORE PAVING. MEASURES OUTSIDE OF THE PAVED AREA SHALL REMAIN UNTIL A STABLE VEGETATIVE GROWTH HAS BEEN ESTABLISHED ON ALL SLOPES OR UNTIL DIRECTED BY THE ENGINEER.

E. FINAL ITEMS

CLEAN ALL CATCH BASINS AND STORM MANHOLES OF ALL ACCUMULATED SEDIMENT AS DIRECTED BY THE ENGINEER.

3. CONTINGENCY PLANS FOR FAILED EROSION AND SEDIMENTATION CONTROL MEASURES

FAILED EROSION AND SEDIMENTATION CONTROL MEASURES WILL BE EVALUATED ON A CASE BY CASE BASIS BY THE ENGINEER AND APPROPRIATE MEASURES TAKEN. THESE MEASURES MAY INCLUDE CLEANING AND/OR REPLACEMENT OF DEFECTIVE FACILITIES OR INSTALLATION OF NEW OR SUPPLEMENTAL FACILITIES.

C. DESIGN CRITERIA

THE FOLLOWING DESIGN REFERENCES WERE FOLLOWED FOR THE PREPARATION OF STORM DRAINAGE DESIGN AND EROSION AND SEDIMENT CONTROL PLANS:

1. CONNECTICUT DOT DRAINAGE MANUAL
2. SCS GUIDELINE FOR SOIL EROSION AND SEDIMENT CONTROL

SEDIMENTATION CONTROL BALES HAVE BEEN DESIGNED IN ACCORDANCE WITH CHAPTER 7, SECTION F OF THE CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL

D. CONSTRUCTION DETAILS

CONSTRUCTION DETAILS FOR THE PROPOSED PROJECT ARE PRESENTED ON THE DETAIL SHEETS.

E. INSTALLATION PROCEDURES

THE INSTALLATION PROCEDURES FOR STORMWATER MANAGEMENT FACILITIES AND EROSION AND SEDIMENTATION CONTROL MEASURES ARE PRESENTED IN THE PROJECTS TECHNICAL SPECIFICATIONS FOR DRAINAGE; EXCAVATION, FILLING AND GRADING; AND SEDIMENTATION AND EROSION CONTROL. ADDITIONAL INSTALLATION PROCEDURES ARE SHOWN ON THE CONSTRUCTION DETAILS BOTH VISUALLY AND BY USE OF CONSTRUCTION NOTES.

F. OPERATION AND MAINTENANCE

1. DURING CONSTRUCTION

BEST MANAGEMENT PRACTICES, SHALL BE UTILIZED TO CONTROL STORM WATER DISCHARGES AND TO PREVENT EROSION AND SEDIMENTATION AND TO OTHERWISE PREVENT POLLUTION OF WETLANDS OR WATERCOURSES. FOR INFORMATION AND TECHNICAL ASSISTANCE, CONTACT THE CITY ENGINEER. THE PERMITTEE SHALL IMMEDIATELY INFORM THE ENGINEERING DEPARTMENT OF ANY PROBLEMS INVOLVING WETLANDS OR WATERCOURSES WHICH HAVE DEVELOPED IN THE COURSE OF, OR WHICH ARE CAUSED BY, THE AUTHORIZED WORK.

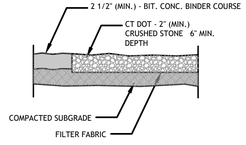
NO EQUIPMENT OR MATERIAL INCLUDING WITHOUT LIMITATION, FILL, CONSTRUCTION MATERIALS, OR DEBRIS, SHALL BE DEPOSITED, PLACED, OR STORED IN ANY WETLAND OR WATERCOURSE ON OR OFF SITE. TIMELY IMPLEMENTATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES ARE REQUIRED. ALL SEDIMENT AND EROSION CONTROL MEASURES MUST BE MAINTAINED UNTIL ALL DISTURBED AREAS ARE STABILIZED.

A PRE-CONSTRUCTION MEETING SHALL BE HELD PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES ON THE SITE WITH THE CONTRACTOR, AND CITY STAFF.

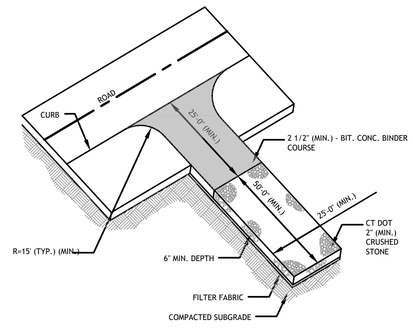
AS CONTAINED IN THE SEDIMENTATION AND EROSION CONTROL SPECIFICATIONS, OPERATIONS AND MAINTENANCE DURING CONSTRUCTION WILL CONSIST OF PERIODIC REPLACEMENT AND/OR CLEANING OF CLOGGED HAY BALES, SILT FENCE AND CONSTRUCTION ENTRANCE AT NO ADDITIONAL COST TO THE OWNER. ANY TEMPORARY SEDIMENTATION BASINS WILL BE CLEANED OF ACCUMULATED SEDIMENT WHEN THE DEPTH OF ACCUMULATED SEDIMENT EXCEEDS 8". ALL DRAINAGE STRUCTURES SHALL BE INSPECTED ON DAILY BASIS AND ANY NECESSARY CORRECTIVE ACTION TAKEN.

EROSION AND SEDIMENT CONTROL NARRATIVE

N.T.S.



SECTION

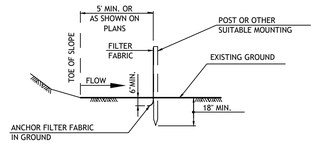


NOTE: LOCATION TO BE DETERMINED IN THE FIELD BY THE CONSTRUCTION MANAGER

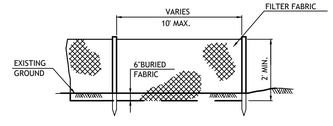
PLAN

CONSTRUCTION ENTRANCE

N.T.S.



SECTION



ELEVATION

SILT FENCE

N.T.S.

NOTES

1. CONCRETE WASHOUT AREA(S) SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE. THE CONCRETE WASHOUT AREA SHALL BE ENTIRELY SELF-CONTAINED.

2. THE CONTRACTOR SHALL SUBMIT THE DESIGN, LOCATION AND SIZING OF THE CONCRETE WASHOUT AREA(S) WITH THE PROJECT'S EROSION AND SEDIMENTATION CONTROL PLAN AND SHALL BE APPROVED BY THE ENGINEER.

LOCATION: WASHOUT AREA(S) ARE TO BE LOCATED AT LEAST 50 FEET FROM ANY STREAM, WETLAND, STORM DRAINS, OR OTHER SENSITIVE RESOURCE. THE FLOOD CONTINGENCY PLAN MUST ADDRESS THE CONCRETE WASHOUT IF THE WASHOUT IS TO BE LOCATED WITHIN THE FLOODPLAIN.

SIZE: THE WASHOUT MUST HAVE SUFFICIENT VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS INCLUDING, BUT NOT LIMITED TO, OPERATIONS ASSOCIATED WITH GROUT AND MORTAR.

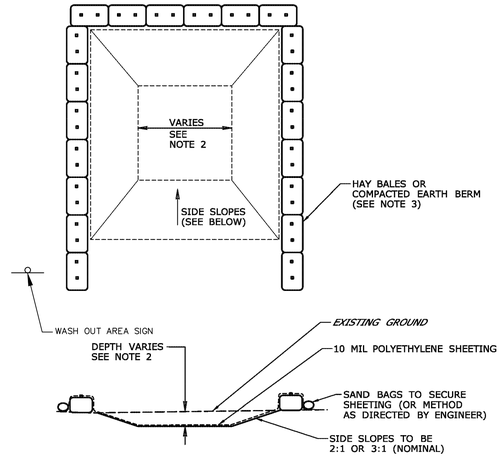
3. SURFACE DISCHARGE IS UNACCEPTABLE. THEREFORE, HAY BALES OR OTHER CONTROL MEASURES, AS APPROVED BY THE ENGINEER, SHOULD BE USED AROUND THE PERIMETER OF THE CONCRETE WASHOUT AREA FOR CONTAINMENT.

4. SIGNS SHOULD BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CONCRETE AREA(S) AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS. WASHOUT AREA(S) SHOULD BE FLAGGED WITH SAFETY FENCING OR OTHER APPROVED METHOD.

5. WASHOUT AREA(S) ARE TO BE INSPECTED AT LEAST ONCE A WEEK FOR STRUCTURAL INTEGRITY, ADEQUATE HOLDING CAPACITY AND CHECKED FOR LEAKS, TEARS, OR OVERFLOWS. (AS REQUIRED BY THE CONSTRUCTION SITE ENVIRONMENTAL INSPECTION REPORT) WASHOUT AREA(S) SHOULD BE CHECKED AFTER HEAVY RAINS.

6. HARDENED CONCRETE WASTE SHOULD BE REMOVED AND DISPOSED OF WHEN THE WASTE HAS ACCUMULATED TO HALF OF THE CONCRETE WASHOUT'S HEIGHT. THE WASTE CAN BE STORED AT AN UPLAND LOCATION, AS APPROVED BY THE ENGINEER. ALL CONCRETE WASTE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH ALL APPLICABLE LAWS, REGULATIONS, AND GUIDELINES.

7. PAYMENT FOR THIS ITEM IS TO BE INCLUDED UNDER THE GENERAL COST OF THE WORK FOR THE PROJECT, INCLUDING SITE RESTORATION.



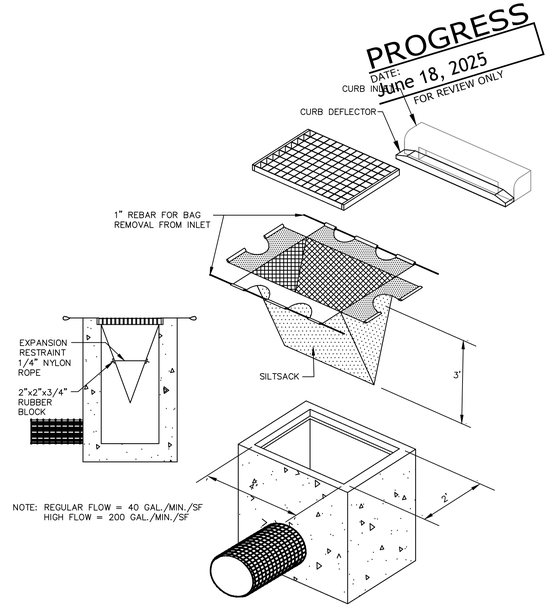
CONCRETE WASHOUT AREA

NOT TO SCALE
(SEE NOTE 2)

CONCRETE WASHOUT

N.T.S.

PROGRESS
DATE: June 18, 2025
FOR REVIEW ONLY



SILT SACK

N.T.S.

PREPARED FOR
CITY OF WATERBURY
235 GRAND STREET
WATERBURY, CT

OWNER FOR
CITY OF WATERBURY
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DRIGGS ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS
77 WOODLAND TERRACE
WATERBURY, CONNECTICUT

DESIGNED:	TRW
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APPROVED:	TRW
SCALE:	NTS
PROJECT NO.:	2025-0111
DATE:	06/18/2025
CAD FILE:	2025-0111 DETAILS

TITLE:
SOIL EROSION & SEDIMENT CONTROL DETAILS

SHEET NUMBER:
C-5.02

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Minimum Rates and Classifications for
Heavy/Highway Construction

ID#: 26-3459

Connecticut Department of Labor
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:
Project Town: Waterbury
State#:
FAP#:
Project: Driggs Elementary School: Paving

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	50.21	30.01
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	46.09	36.29
2) Carpenters, Piledrivermen	42.03	29.19
2a) Diver Tenders	42.03	29.19
2b) Divers Effluent	67.52	29.19
3) Divers	50.49	29.19
03a) Millwrights	43.25	29.13
03b) Carpenter-Welder	42.53	29.19
03c) Carpenter: Working with creosote lumber or acid	43.03	29.19

As of: April 15, 2026

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	59.7	26.65
4a) Painters: Brush and Roller	39.57	26.50
4b) Painters: Spray	42.57	26.50
4bc) Painters: Spray Helper	40.57	26.50
4c) Painters: Steel Only	41.57	26.50
4d) Painters: Blast	44.57	26.50
4de) Painter: Blast Helper	40.57	26.50
4e) Painters: Tanks, Tower and Swingstage etc.	41.57	26.50
4f) Elevated Tanks (60 feet and above)	48.57	26.50
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	47.4	35.32+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	43.62 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	50.58	36.30
----LABORERS---- -		
8) Group 1: General Laborers and concrete specialist	37.0	30.47

As of: April 15, 2026

8) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	37.25	30.47
10) Group 3: Pipelayers	37.5	30.47
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	37.5	30.47
12) Group 5: Toxic waste removal (non-mechanical systems)	39.0	30.47
13) Group 6: Blasters	38.75	30.47
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	40.0	30.47
Group 8: Traffic control signalmen	22.2	30.47
Group 9: Hydraulic Drills	37.75	30.47
Group 10: Toxic Waste Removers A or B With PPE	40.0	30.47
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	39.23	30.47 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	38.26	30.47 + a

As of: April 15, 2026

----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	38.26	30.47 + a
15) Form Erectors	38.59	30.47 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	38.26	30.47 + a
17) Laborers Topside, Cage Tenders, Bellman	38.15	30.47 + a
18) Miners	39.23	30.47 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	45.72	30.47 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	45.52	30.47 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	43.54	30.47 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	46.31	30.47 + a
----TRUCK DRIVERS----(*see note below)		
Block Truck	39.98	33.00 + a

2 Axle	38.66	33.00 + a
Helpers	36.16	33.00 + a
Three Axle Trucks; Two Axle Mixer	38.77	33.00 + a
Three Axle Mixer	38.83	33.00 + a
Four Axle	38.89	33.00 + a
Four Axle Mixer	40.69	33.00 + a
5 Axle	38.89	33.00 + a
5 Axle Mixer	40.69	33.00 + a
Heavy Duty Trailer (40 tons and over)	41.16	33.00 + a
Heavy Duty Trailer (up to 40 tons)	39.89	33.00 + a
Snorkle Truck	39.04	33.00 + a
Swivel Dump and Tack Truck	38.89	33.00 + a
Euclids and Semi Trailer	38.94	33.00 + a

----POWER EQUIPMENT OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Caisson Drilled Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver ($3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar);Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper), Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	51.89	30.95 + a

As of: April 15, 2026

Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine, Rigger Foreman.	51.34	30.95 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	49.95	30.95 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license), Rigger, Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a

As of: April 15, 2026

Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chairman	38.34	30.95 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	59.91	34.00
21) Heavy Equipment Operator	53.92	31.88
22) Equipment Operator, Tractor Trailer Driver, Material Men	50.92	30.84
23) Driver Groundmen	44.93	28.47
23a) Groundman Experienced	32.95	13.99

----OUTSIDE LINE CONSTRUCTION----

24) Driver Groundmen	43.78	28.42
25) Groundmen	32.1	13.95
26) Heavy Equipment Operators	52.53	31.83

As of: April 15, 2026

27) Linemen, Cable Splicers, Dynamite Men	58.37	33.94
28) Material Men, Tractor Trailer Drivers, Equipment Operators	49.61	30.79
29) Technician	56.12	32.85
----COMMUNICATION----		
Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	52.07	20.62
----DREDGING----		
Class A1: Mechanical Dredge Operator	48.48	17.32+a+b
Class B1: Maintenance Engineer	41.93	16.87+a+b
Class C1: Mate/Welder	38.38	16.62+a+b
Class D: Deckhand	30.86	16.09+a+b

Welders: Rate for craft to which welding is incidental.
Surveyors: Hazardous material removal: $3.00 per hour premium.
*Note: Hazardous waste removal work receives additional $1.25 per hour for truck drivers.
**Note: Hazardous waste premium $3.00 per hour over classified rate.
Truck Drivers: Trainers Premium: $3.00 over wage rate.
Truck Drivers: Night Premium - Mixer Drivers: $2.00 over wage rate.

Crane with 150 ft. boom (including jib) - $1.50 extra
Crane with 200 ft. boom (including jib) - $2.50 extra
Crane with 250 ft. boom (including jib) - $5.00 extra
Crane with 300 ft. boom (including jib) - $7.00 extra
Crane with 400 ft. boom (including jib) - $10.00 extra

As of: April 15, 2026

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.
Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.
The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.
The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.
All subsequent annual adjustments will be posted on our Web Site for contractor access.
Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: April 15, 2026

#18

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: June 2, 2026

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Contract Between Waterbury Public Schools and N&S Electric, Inc. (RFP #8782)

The Education Department respectfully requests your review and approval of a contract between Waterbury Arts Magnet School and N&S Electric, Inc. for theatrical lighting system upgrades and installation in the Drama Classroom.

The contract provides that N&S Electric, Inc. will supply all items outlined in the price proposal.

- Power & Dimming/Relay System: Replace existing dimmer rack with a hybrid relay and dimming system
- Architectural Control System: Provide a programmable lighting control system
- Network & Control: DMX and network-based control system
- Cabling & Infrastructure: Provide all DMX and power cabling, connectors, and adapters
- Installation & Commissioning: Full system installation including patching, programming, system testing, training, and warranty/support

Financial Commitments:

The total cost of the project is **$70,783.83**, with a **5% contingency of $3,539.15**, for a **total of $74,322.98** and is funded through the Waterbury Arts Magnet School 2025-2026 Magnet School Grant.

A representative of the Education Department will be present at your upcoming meeting to answer any questions you may have regarding this issue. Thank you for your consideration.

Construction Contract
for
Theatrical Lighting Upgrades
to
The Waterbury Arts Magnet School
between
City of Waterbury
and
N&S Electric, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **N&S ELECTRIC, INC.**, located at 120 Allen Street, Stratford, Connecticut 06615, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8782** for certain theatrical lighting upgrades at The Waterbury Arts Magnet School; and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8782**; and

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

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 "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 performing certain theatrical lighting upgrades at the Waterbury Arts Magnet School located at 16 South Elm Street, Waterbury, Connecticut, all as more particularly detailed and described in the Bid Documents in **Attachments A** and **B** (if any, referred to in 5.1 below) are hereby made material provisions of this Contract. in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part

hereof:

1.1.1 City's **RFP No. 8782**, incorporated by reference;
1.1.2 Addendums **N/A** to **RFP No. 8782** (attached hereto);
1.1.3 Contractor's Price Proposal (revised), dated May 28, 2026, consisting of pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8782**, dated May 20, 2026, consisting of 35 pages (attached hereto);
1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances;
1.1.6 "City of Waterbury, Board of Education, **RFP No. 8782**, Scope of Services" (also referred to as "Technical Specifications"), which are part of the Site Map/Drawings identified in **Section 1.1.7**;
1.1.7 "Site Map" with List of Drawings prepared by **N/A**, consisting of **N/A** pages (**see Attachment A**, which contains the link to the Site Map);
1.1.8 State of Connecticut Prevailing Wage Schedule dated **N/A**, and related information, consisting of **N/A** pages (attached hereto and as otherwise incorporated by reference);
1.1.9 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference**)**;
1.1.10 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
1.1.11 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
1.1.12 All amendments and change orders issued by the City after execution of Contract (incorporated by reference);
1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
1.1.14 All applicable permits and licenses (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 Contractor. If any provision in the Contract Documents conflicts with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern 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 Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addendums to **RFP No. 8782**, if any;
1.2.5 **RFP No. 8782** including "City of Waterbury, Board of Education, **RFP No. 8782**, **Attachment A**";
1.2.6 Contractor's Price Proposal;

1.2.7 Contractor's Response; and

1.2.8 Drawings.

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

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

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

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

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities 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 submitting its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8782** (collectively, the "Bid Documents");

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

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

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

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections

and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

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

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

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

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

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

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed

those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

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

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

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

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

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

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for

use under conditions like those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives 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; at the onset, KBE Building Corporation 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 **forty-five (45) days** of the issuance of the City's written Notice to Proceed and shall reach Final Completion on or before **August 24, 2026** ("Contract Time").

5.1. Attached hereto as **Attachment B**, if any, is the Project's construction 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 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 **SEVENTY-FOUR THOUSAND THREE HUNDRED TWENTY TWO AND 98/100 DOLLARS ($74,322.98)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

i. **$70,783.83**(base payment); and
ii. **$3,539.15** - Owner Controlled Contingency as governed by **Section 6.1.1.**

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

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

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

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

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor'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. 8782** 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.

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

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

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

9. Indemnification.

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

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of the 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 so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class 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 and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded by the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its 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 ensure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

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

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly

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

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

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

14. Place Holder.

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 16.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 16.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Article 16.2**.

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.

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 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. 8782** and **(ii)** the Contractor's Bid response to **RFP No. 8782**. 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 any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding 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:	N&S Electric, Inc. 120 Allen Street Stratford, CT 06615
City:	City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702

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

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

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to

solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby

expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

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

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

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

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which

this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

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

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

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

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

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

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

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

35.5. Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person – initially The School Inspectors Office.

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

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:	**N&S ELECTRIC, INC.**
_____	By:_____ Phillip Nizzardo III, V.P.
_____	Date: _____

ATTACHMENT A

ATTACHMENT B

#19

WATERBURY
PUBLIC SCHOOLS

Doreen Biolo
Chief Financial Officer
Office (203) 574-8280
dbiolo@waterbury.k12.ct.us

EXECUTIVE SUMMARY

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

FROM: Doreen Biolo, Chief Financial Officer

DATE: June 1, 2026

SUBJECT: Amendment #2 to the Professional Services Agreement with Catapult Learning for Waterbury Non-Public Schools (Title I) Tutoring Services with Catholic Academy of Waterbury

The Education Department has a fully executed professional services agreement with Catapult Learning on behalf of Catholic Academy of Waterbury, a non-public school, for tutoring services in core academic subjects, including science, technology, reading and writing, engineering, arts and mathematics for students in Kindergarten through Grade 12 attending Waterbury Non-Public Schools for the 2021-2026 school years. Catapult Learning was deemed the most responsible proposer to RFP #6571. Catapult Learning provides experienced, certified teachers to serve as tutors for the Waterbury Non-Public Schools as required under Title I, Part A of the Elementary and Secondary Education Act. Funding is provided through the Title I Non-Public Grants with a total amount not-to-exceed $276,024 over the 5-year contract. Waterbury Non-Public Schools have been consulted regarding tutorial services for Title I students, and contracts are established per school to cover these requests as they arise.

Amendment #1 was issued in 2024 to expand services through a STREAM Enrichment Program in the amount of $11,000. Catholic Academy operates a STREAM Academy with an instructional model emphasizing Science, Technology, Reading and writing, Engineering, Arts and Mathematics. This program has proven highly beneficial for participating students.

For Amendment #2, we respectfully request that the Catapult/Catholic Academy agreement be amended to include the attached price proposals totaling $57,169.70. These services are for the 2026-2027 school year and include:

- Summer intervention tutoring services during school for $7,868
- Intervention tutoring services during the upcoming school year during regular school hours for $22,372.20
- Intervention tutoring services during the upcoming school year during after-school hours for $26,929.50

These services are in accordance with the original scope of services, as it incorporates multiple core academic subjects as outlined in the original RFP. We are also requesting that the contract end date be extended through June 30, 2027, to include the 2026-2027 school year.

In light of the program's continued success and the availability of the Title I funds, it is in the best interest of the students to expand Catapult Learning's services for their educational benefit. Past interactions with Catapult Learning and the tutoring services provided have been met with great enthusiasm and positive feedback.

Thank you for your consideration of this request.

Price Quote for Catholic Academy of Waterbury

Supplemental services are a great option for school districts looking to provide students with additional learning opportunities beyond their core instruction. By choosing Catapult Learning for these services, you will receive:

- **Implementation of Services** – Planning, coordination, staffing, and all activities required to begin delivering services
- **Direct Services for Students** –intervention services, delivered to students by a qualified staff member
- **Program Management** – Ongoing supervision, training, reporting and coordination required to ensure a successful engagement

We include our proposed pricing below.

Intervention Tutoring Services During School	
Number of Students:	30
Program Hours per Week:	12
Number of Weeks:	10
Hourly Rate:	$65.57
Cost of Service:	**$7,868.00**

The quoted prices will be honored for 90 days from the date of this proposal (February 23, 2026).

All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program – to include number of Students, Group Size, Groups, and Hours per Student – may result in a change in price.

The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.

Hourly Rate is per scheduled program hour. Program hours include all hours required to operate the program including but not limited to direct service time with Students, prep time, Parent Conferences and Team Meetings.

Standard payment terms are Net 30.

Prepared by Catapult Learning:
Jessica King, Regional Director
781-718-1405 | jessica.king@catapultlearning.com

Price Quote for Catholic Academy of Waterbury

Supplemental services are a great option for school districts looking to provide students with additional learning opportunities beyond their core instruction. By choosing Catapult Learning for these services, you will receive:

- **Implementation of Services** – Planning, coordination, staffing, and all activities required to begin delivering services
- **Direct Services for Students** –intervention services, delivered to students by a qualified staff member
- **Program Management** – Ongoing supervision, training, reporting and coordination required to ensure a successful engagement

We include our proposed pricing below.

Intervention Tutoring Services During School	
Number of Students:	30
Program Hours per Week:	12
Number of Weeks:	27
Cost of Service:	**$22,372.20**
Intervention Tutoring Services After School	
Number of Students:	30
Program Hours per Week:	13
Number of Weeks:	30
Cost of Service:	**$26,929.50**

The quoted prices will be honored for 90 days from the date of this proposal (February 23, 2026).

All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program – to include number of Students, Group Size, Groups, and Hours per Student – may result in a change in price.

The quoted prices and services included in the proposal are subject to the execution of a mutually agreeable contract, inclusive of billing terms.

Standard payment terms are Net 30.

Prepared by Catapult Learning:
Jessica King, Regional Director
781-718-1405 | jessica.king@catapultlearning.com

Amendment 2
to
Professional Services Agreement RFP No. 6571
For
Waterbury Non-Public Schools (Title I) Tutoring Services
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Catapult Learning, LLC

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Catapult Learning, LLC ("Catapult" or the "Consultant"), a State of Connecticut duly registered foreign limited liability company.

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 6571 for Tutoring Services for Waterbury Non-Public Schools (Title I), executed by the Mayor of the City of Waterbury on September 21, 2022 ("Agreement") and thereafter amended said Agreement by executing Amendment Number 1, executed by the Mayor of the City of Waterbury on March 20, 2024; and

WHEREAS, the parties wish to amend said Agreement, as amended, in order to add tutoring and intervention services, and extend the term of the Agreement for one (1) year pursuant to Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages and attached to this Amendment 2, providing additional compensation consistent therewith, on the same terms and conditions as the Agreement, as further set forth in **Attachment A** to this Amendment 2.

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

1. Section 1.1 "Services to be Provided" shall be amended to add the following provision:

1.1.7. Catapult Learning Intervention Services. Catapult shall provide a 27-week tutoring program during school hours for 30 K-8 students at Waterbury Catholic Academy, a 30-week tutoring program during after school hours for 30 K-8 students at Waterbury Catholic Academy, and a 10-week intervention tutoring program during school hours as further set forth in **Attachment A** to Amendment 2.

2. Section 1.2 "Attachment A" shall be deleted and amended as follows:

1.2. Attachment A is hereby made a material provision of this Contract. Attachment A shall consist of the following, which are attached hereto, are acknowledged by Catapult as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.2.1. City of Waterbury RFP No. 6571 consisting of 10 pages, excluding attachments, attached hereto;
1.2.2. Addendum #1 to RFP No. 6571, dated February 11, 2020, consisting of 2 pages, attached hereto;
1.2.3. Catapult's Revised Cost Proposal to RFP No. 6571, submitted September 17, 2020, consisting of 1 page, and as modified by Consultant's "Catapult Pricing Approval" letter, dated June 18, 2021, consisting of 1 page, both attached hereto;
1.2.4. Catapult's Response to RFP No. 6571 (excluding required contract compliance documents), dated February 19, 2020, consisting of 26 pages, attached hereto;
1.2.5. State of Connecticut Department of Education "Grant Award Notification" Revision, Grant No. 151-000 12060-20679-2021-82070-170002, "Title I Part A," dated October 22, 2020, consisting of 1 page, attached hereto;
1.2.6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
1.2.7. Certificates of Insurance (incorporated by reference);
1.2.8. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
1.2.9. All licenses (incorporated by reference).
1.2.10. Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, **Attachment A** to Amendment 1.
1.2.11. Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages, **Attachment A** to Amendment 2.

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 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.

1.3.1. This Contract
1.3.2. Addendum #1
1.3.3. City of Waterbury RFP No. 6571
1.3.4. Catapult's Revised Cost Schedule to RFP No. 6571 as modified by Consultant's "Catapult Pricing Approval" letter dated June 18, 2021

1.3.5. Catapult's Response to RFP No. 6571
1.3.6. Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, **Attachment A** to Amendment 1
1.3.7. Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages, **Attachment A** to Amendment 2

3. Section 6 "Contract Term" shall be deleted and amended as follows:

6. Contract Term. Catapult shall provide all work, services, products, and licenses as required under this Agreement commencing upon execution of this Agreement by the Mayor of the City of Waterbury through June 30, 2027 ("Contract Term").

6.1. Time is and shall be of the essence for the provision of all training and other services provided herein. Catapult further agrees that the services shall be provided 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 Catapult and City, that the time for providing said services is reasonable. Catapult shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

4. Section 7.1 "Fee Schedule" shall be deleted and amended as follows:

7.1 Fee Schedule. The total compensation payable to the Consultant for services provided through June 30, 2026 of this contract shall not exceed Two Hundred Eighty-Seven Thousand, Twenty-Four Dollars ($287,024.00); said fees shall be based on: (i) the hourly rates as set forth in Consultant's "Pricing Approval" letter dated June 18, 2021, attached to the Agreement as Attachment A; and (ii) Catapult's Proposal for STEM enrichment to Catholic Academy of Waterbury dated January 10, 2024, consisting of 7 pages, attached to Amendment 1 as **Attachment A**. The total compensation payable to the Consultant for the services provided after June 30, 2026 and through June 30, 2027 shall not exceed Fifty-Seven Thousand One Hundred Sixty-Nine and 70/100 Dollars ($57,169.70); said fees shall be based on Catapult's Proposals for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 2 pages, attached to Amendment 2 as **Attachment A**.

5. All other terms, conditions and provisions of the Agreement remain in full force and effect and binding upon the parties.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment 2 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

CATAPULT LEARNING, LLC

By:_____

Its _____

Date: _____

ATTACHMENT A

To Amendment 2
Professional Services Agreement RFP No. 6571
for
Waterbury Non-Public Schools (Title I) Tutoring Services
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Catapult Learning, LLC

1. Catapult's Proposal for Intervention Services to Catholic Academy of Waterbury dated February 23, 2026, consisting of 1 page, attached hereto

#20

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$10,922,425	$10,922,425	$8,826,879	$0	$2,095,546	$10,948,543	($26,118)
511102	Teachers	$32,216,577	$32,216,577	$21,645,021	$0	$10,571,556	$32,342,799	($126,222)
511104	Superintendent	$454,426	$454,426	$369,125	$0	$85,301	$462,154	($7,728)
511106	Early Incentive Certifiied	$526,072	$526,072	$711,075	$0	($185,003)	$711,075	($185,003)
511107	Certified Coaches	$770,000	$770,000	$509,082	$0	$260,918	$770,000	$0
511108	School Psychologists	$1,358,071	$1,358,071	$739,437	$0	$618,634	$1,057,034	$301,037
511109	School Social Workers	$2,365,883	$2,365,883	$1,535,728	$0	$830,155	$2,216,843	$149,040
511110	Speech Pathologists	$2,498,279	$2,498,279	$2,237,994	$0	$260,285	$3,147,193	($648,914)
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	$1,351,283	$0	$1,688,068	$2,976,511	$62,840
511202	Clerical Wages	$1,182,727	$1,182,727	$917,926	$0	$264,801	$1,133,276	$49,451
511204	Crossing Guards	$391,442	$391,442	$352,138	$0	$39,304	$436,212	($44,770)
511206	Educational	$418,909	$418,909	$234,019	$0	$184,890	$297,727	$121,182
511212	Substitute Teachers	$520,000	$520,000	$220,169	$27,753	$272,078	$234,132	$285,868
511217	Library Aides	$148,125	$148,125	$134,592	$0	$13,533	$161,696	($13,571)
511219	School Clerical	$2,421,154	$2,421,154	$2,002,732	$0	$418,422	$2,483,695	($62,541)
511220	Fiscal Administration	$775,301	$775,301	$481,677	$0	$293,624	$582,673	$192,628
511222	Transportation Coordinator	$217,296	$217,296	$172,019	$0	$45,277	$211,778	$5,518
511223	Office Aides	$180,000	$180,000	$103,059	$0	$76,941	$131,618	$48,382
511225	School Maintenance Non-Certified	$2,675,166	$2,675,166	$1,932,266	$0	$742,900	$2,369,006	$306,160
511226	Custodians Non-Certified	$6,242,816	$6,242,816	$5,001,578	$0	$1,241,238	$6,165,983	$76,833
511227	Overtime - Outside Activities	$300,000	$300,000	$169,118	$0	$130,882	$250,000	$50,000
511228	Paraprofessionals	$10,056,786	$10,056,786	$8,431,266	$0	$1,625,520	$10,176,777	($119,991)
511229	Bus Duty	$265,000	$265,000	$4,610	$0	$260,390	$265,000	$0
511232	Attendance Counselors	$131,096	$131,096	$76,158	$0	$54,938	$95,386	$35,710
511233	ABA Behaviorial Therapist	$917,094	$917,094	$629,338	$0	$287,756	$781,328	$135,766
511234	Interpreters	$158,714	$158,714	$128,136	$0	$30,578	$152,969	$5,745
511236	Snow Removal	$0	$0	$108,822	$0	($108,822)	$108,822	($108,822)
511650	Overtime	$775,000	$775,000	$580,359	$0	$194,641	$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	$208,809	$0	$802,938	$1,011,747	$0
511800	Vacation and Sick Term Payout	$548,442	$548,442	$135,411	$0	$413,031	$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	$81,630	$0	$23,170	$104,800	$0
529003	Meal Allowances	$15,000	$18,760	$14,930	$2,125	$1,705	$18,760	$0
Subtotal Salaries		**$94,945,569**	**$94,949,329**	**$71,073,307**	**$29,877**	**$23,846,145**	**$94,314,899**	**$634,430**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$2,886,996	$1,171,209	$141,796	$4,350,000	($150,000)
533020	Consulting Services	$269,796	$269,796	$135,228	$91,058	$43,510	$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	$29,172	$4,675	$6,153	$40,000	$0
543000	General Repairs & Maintenance	$1,546,830	$1,546,830	$890,563	$437,753	$218,514	$1,546,830	$0
543011	Maintenance - Service Contracts	$920,000	$895,000	$621,615	$247,618	$25,767	$895,000	$0
544002	Building Rental	$581,542	$581,542	$523,539	$43,867	$14,136	$581,542	$0
545002	Water	$275,000	$275,000	$176,712	$0	$98,288	$275,000	$0
545006	Electricity	$3,900,000	$3,900,000	$3,174,346	$0	$725,654	$4,237,534	($337,534)
545013	Security/Safety	$100,000	$100,000	$87,462	$9,347	$3,191	$100,000	$0
551000	Pupil Transportation	$20,916,330	$21,001,120	$15,496,849	$5,291,254	$213,016	$21,196,461	($195,341)
553001	Postage	$45,000	$45,000	$30,309	$0	$14,691	$45,000	$0
553002	Telephone	$200,000	$227,500	$189,899	$9,016	$28,585	$200,000	$27,500
553005	Wide-area Network (SBC)	$100,408	$100,408	$86,113	$14,295	$0	$100,408	$0
556055	Tuition - Outside	$19,600,856	$19,340,559	$13,360,967	$3,571,444	$2,408,147	$19,005,766	$334,792
556056	Purchased Service - Outside	$4,655,000	$4,655,000	$2,666,592	$1,545,808	$442,600	$4,354,789	$300,211
557000	Tuition Reimbursement	$15,000	$15,000	$16,841	$0	($1,841)	$16,841	($1,841)
558000	Travel Expenses	$5,000	$15,020	$14,632	$0	$388	$15,020	$0
559001	Advertising	$13,000	$283	$283	$0	$0	$283	$0
559002	Printing & Binding	$18,000	$28,630	$4,245	$20,668	$3,717	$25,413	$3,217
559104	Insurance - Athletics	$22,351	$19,851	$19,851	$0	$0	$19,851	$0
Subtotal Purchased Services		**$57,513,113**	**$57,345,539**	**$40,501,213**	**$12,458,013**	**$4,386,313**	**$57,364,534**	**($18,995)**
Supplies/Materials								
561100	Instructional Supplies	$1,392,104	$1,082,722	$903,387	$69,044	$110,292	$1,082,722	$0
561200	Office Supplies	$75,590	$54,886	$34,890	$4,665	$15,332	$41,055	$13,831
561210	Intake Center Supplies	$3,500	$3,500	$3,046	$378	$76	$3,424	$76
561211	Recruitment Supplies	$50,000	$50,000	$25,293	$9,216	$15,490	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$5,974	$201	$1,825	$6,175	$1,825
561501	Diesel	$160,284	$160,284	$109,208	$43,030	$8,045	$160,284	$0
561503	Gasoline	$208,294	$208,294	$171,155	$8,102	$29,038	$208,294	$0
561505	Natural Gas	$1,650,000	$2,075,000	$1,875,123	$0	$199,877	$2,380,488	($305,488)
561507	Janitorial Supplies	$465,000	$465,000	$354,781	$34,121	$76,098	$465,000	$0
561508	Electrical Supplies	$60,000	$60,000	$21,833	$15,128	$23,039	$60,000	$0
561509	Plumbing Supplies	$110,000	$138,500	$115,733	$22,169	$599	$135,000	$3,500
561510	Building & Ground Supplies	$200,000	$200,000	$165,399	$30,773	$3,829	$200,000	$0
561511	Propane	$338,500	$338,500	$330,367	$8,133	$0	$338,500	$0
567000	Clothing Supplies	$50,000	$50,000	$47,563	$1,412	$1,025	$50,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,784	$0	$217	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$10,308	$1,162	$3,530	$15,000	$0
569029	Athletic Supplies	$137,896	$135,079	$127,763	$7,315	$0	$135,079	$0
Subtotal Supplies/Materials		**$4,926,168**	**$5,046,765**	**$4,303,607**	**$254,848**	**$488,311**	**$5,333,021**	**($286,256)**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$5,960	$1,687	$7,353	$7,647	$7,353
575200	Office Equipment	$170,000	$170,000	$76,125	$81,964	$11,911	$170,000	$0
575408	Plant Equipment	$40,000	$40,000	$19,288	$3,946	$16,766	$23,234	$16,766
Subtotal Property		**$225,000**	**$225,000**	**$101,373**	**$87,597**	**$36,030**	**$200,881**	**$24,119**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$8,170	$3,830	$0	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$17,251	$0	$3,449	$20,700	$0
589036	Emergency Fund	$9,450	$9,450	$9,139	$0	$312	$9,139	$311
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$13,000	$7,871	$0	$5,129	$10,000	$3,000
589205	Coaches Reimbursements	$3,000	$3,000	$1,881	$0	$1,119	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$39,900	$2,805	$22,295	$42,705	$22,295
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$145,000	$185,216	$160,216	$0	$25,000	$195,216	($10,000)
Total Other/Miscellaneous		**$765,150**	**$808,366**	**$744,426**	**$6,635**	**$57,305**	**$792,760**	**$15,606**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$116,723,926**	**$12,836,970**	**$28,814,104**	**$158,006,095**	**$368,905**
	Alliance Non-Reform/Reform	**$71,617,091**	**$71,617,091**	**$47,632,884**	**$0**	**$23,984,207**	**$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**	**$47,632,884**	**$0**	**$27,609,207**	**$71,617,091**	$3,625,000
GRAND TOTAL ALL FUNDING		**$233,617,091**	**$233,617,091**	**$164,356,810**	**$12,836,970**	**$56,423,311**	**$229,623,186**	**$3,993,905**

GRANT LIST 2025-2026

#21

Updated on 6-1-2026

Grant Name	Fiscal Year 26 Budget	Award Start	Award End
FEDERAL GRANTS			
21 Cent CL Center Duggan	$ 4,470.43	7/1/2024	9/30/2025
21 Cent CL Center Duggan 2526	$ 64,400.00	7/1/2025	9/30/2026
21 Cent CL Center Generali	$ 10,180.26	7/1/2024	9/30/2025
21 Cent CL Center Generali 2526	$ 78,176.00	7/1/2025	9/30/2026
21 Cent CL Center WAMS	$ 5,084.43	7/1/2024	9/30/2025
21 Cent CL Center WAMS 2526	$ 64,400.00	7/1/2025	9/30/2026
21st Cen Acad/WMS Supplemental 25-26	$ 50,000.00	7/1/2025	9/30/2026
21st Cent Acad Acad/WMS 24-25	$ 1,605.73	7/1/2024	9/30/2025
21st Cent Acad Acad/WMS 25-26	$ 150,000.00	7/1/2025	9/30/2026
21st Cent Buck/Chase Supplemental 25-26	$ 50,000.00	7/1/2025	9/30/2026
21st Cent Bucks Hill 25-26	$ 75,000.00	7/1/2025	9/30/2026
21st Cent Bunker Hill 25-26	$ 82,500.00	7/1/2025	9/30/2026
21st Cent Bunker Hill Supplemental 25-26	$ 27,500.00	7/1/2025	9/30/2026
21st Cent Chase 25-26	$ 75,000.00	7/1/2025	9/30/2026
21st Cent Driggs 25-26	$ 75,000.00	7/1/2025	9/30/2026
21st Cent Mini Grant-15 25-26 (Duggan)	$ 2,000.00	7/1/2025	6/30/2026
21st Cent Wals/Driggs Supplemental 25-26	$ 50,000.00	7/1/2025	9/30/2026
21st Cent Walsh 25-26	$ 75,000.00	7/1/2025	9/30/2026
21st Cent West Side 25-26	$ 90,000.00	7/1/2025	9/30/2026
21st Cent Westside Supplemental 25-26	$ 30,000.00	7/1/2025	9/30/2026
ARPA - Expand Supp LEAP 25-26	$ 255,268.73	7/1/2024	6/30/2026
ARPA - Sch Ment Health 23-26	$ 45,379.13	7/1/2024	6/30/2026
ARPA - Sch Ment Health 24-26	$ 10,392.47	7/1/2024	6/30/2026
ARPA - Sch Ment Health 25-26	$ 84,000.00	7/1/2024	6/30/2026
ARPA ED Workforce Dev 24-25	$ 31,306.30	7/1/2024	6/30/2026
Carl Perkins 25-26	$ 622,626.00	7/1/2025	6/30/2026
CFCP Funds 24-25- (Congressionally Funded Community Projects)	$ 77,252.16	7/1/2024	6/30/2026
CT Stronger Connections 23-26	$ 217,670.00	7/1/2024	9/30/2025
FF&V Main Funds 25-26	$ 793,649.92	7/1/2025	6/30/2025
FF&V Start Up Funds 25-26	$ 36,947.00	7/1/2025	6/30/2025
IDEA 611 - Non-Public 24-26	$ 33,181.04	7/1/2024	6/30/2026
IDEA 611 - Non-Public 25-27	$ 138,173.33	7/1/2025	6/30/2027
IDEA 611 - Public 24-26	$ 611,136.03	7/1/2024	6/30/2026
IDEA 611 - Public 25-27	$ 5,792,012.67	7/1/2025	6/30/2027
IDEA 619 - Non-Public 25-27	$ 1,384.87	7/1/2025	6/30/2027
IDEA 619 - Public 24-26	$ 61,951.83	7/1/2024	6/30/2026
IDEA 619 - Public 25-27	$ 150,951.13	7/1/2025	6/30/2027
Impact Aid (NoEndDate)	$ 172,427.84		No End
McKinney Vento Homeless 24-25	$ 7,633.11	7/1/2024	9/30/2025
SIG 8 Wilby 24-25	$ 31,386.81	7/1/2024	6/30/2026
SIG 9 Crosby 25-26	$ 230,848.00	7/1/2025	6/30/2026

Grant Name	Fiscal Year 26 Budget	Award Start	Award End
FEDERAL GRANTS			
SIG 9 Kennedy 25-26	$ 230,848.66	7/1/2025	6/30/2026
SIG 9 West Side 25-26	$ 200,000.00	7/1/2025	6/30/2026
SIG 9 Wilby 25-26	$ 230,847.00	7/1/2025	6/30/2026
Summer Mental Health 24-26	$ 67,874.16	7/1/2024	6/30/2026
Title I Districtwide 24-26 Non-Public	$ 532,055.63	7/1/2024	6/30/2026
Title I Districtwide 24-26 Public	$ 1,845,009.82	7/1/2024	6/30/2026
Title I Districtwide Non - Public 25-27	$ 603,863.46	7/1/2025	6/30/2027
Title I Districtwide Public 25-27	$ 14,210,256.54	7/1/2025	6/30/2027
Title II Part A District 24-26 Non-Public	$ 58,028.51	7/1/2024	6/30/2026
Title II Part A District 24-26 Public	$ 187,266.26	7/1/2024	6/30/2026
Title II Part A District Non-Public 25-27	$ 96,360.37	7/1/2025	6/30/2027
Title II Part A District Public 25-27	$ 1,101,738.63	7/1/2025	6/30/2027
Title III 24-26 Non Public	$ 730.74	7/1/2024	6/30/2026
Title III 24-26 Public	$ 199,766.14	7/1/2024	6/30/2026
Title III 25-27 Non Public	$ 2,441.34	7/1/2025	6/30/2027
Title III 25-27 Public	$ 480,701.66	7/1/2025	6/30/2027
Title IV 25-27 District Non-Public	$ 79,451.07	7/1/2025	6/30/2027
Title IV 25-27 District Public	$ 921,310.93	7/1/2025	6/30/2027
Title IV Part A 24-26 Non-Public	$ 51,978.37	7/1/2024	6/30/2026
Title IV Part A 24-26 Public	$ 686,758.79	7/1/2024	6/30/2026
UConn Waterbury Robotics 24-26	$ 241,483.61	7/1/2024	12/31/2026
Grant Name	Fiscal Year 26 Budget	Award Start	Award End
STATE GRANTS			
Adult Ed Coop Entity-LVA 25-26	$ 28,957.00	7/1/2025	6/30/2026
Adult Ed PEP Comp 25-26	$ 25,000.00	7/1/2025	6/30/2026
Adult Ed-Coop Districts 25-26	$ 10,426.00	7/1/2025	6/30/2026
Adult Education Provider 25-26	$ 2,908,061.00	7/1/2025	6/30/2026
Alliance District 25-26	$ 87,501,360.00	7/1/2025	6/30/2026
AS Hopeville FY 25-26	$ 82,940.00	7/1/2025	6/30/2026
AS Kingsbury FY 25-26	$ 83,940.00	7/1/2025	6/30/2026
AS North End FY 25-26	$ 99,868.00	7/1/2025	6/30/2026
AS Wilson FY 25-26	$ 101,251.00	7/1/2025	6/30/2026
CN Crosby S5 25-26	$ 1,023,214.00	7/1/2025	6/30/2026
CN Kennedy S6 25-26	$ 1,023,214.00	7/1/2025	6/30/2026
CN Wilby S4 25-26	$ 739,355.00	7/1/2025	6/30/2026
Early Start FY 25-26	$ 1,944,000.00	7/1/2025	6/30/2026
Extended School Hours 25-26	$ 329,103.00	7/1/2025	6/30/2026
Family Resource Center Reed 25-26	$ 111,363.00	7/1/2025	6/30/2026
Family Resource Center Wilson 25-26	$ 111,363.00	7/1/2025	6/30/2026
First Robot Wilby 24-25	$ 3,500.00	7/1/2024	6/30/2026
InterDis Magnet Maloney 25-26	$ 2,972,793.10	7/1/2025	6/30/2026
InterDis Magnet Rotella 25-26	$ 3,083,268.52	7/1/2025	6/30/2026
InterDis Magnet WAMS 25-26	$ 4,127,763.38	7/1/2025	6/30/2026
McKinney Vento Homeless 25-26	$ 50,000.00	7/1/2025	9/30/2026

Grant Name	Fiscal Year 26 Budget	Award Start	Award End
STATE GRANTS			
Primary Mental Health 25-26	$ 22,473.00	7/1/2025	6/30/2026
Priority Schools 25-26	$ 2,035,239.00	7/1/2025	6/30/2026
PSD-Summer School 25-26	$ 387,145.00	7/1/2025	6/30/2026
SEED Grant FY 25-26	$ 2,563,627.00	7/1/2025	6/30/2026
State Bilingual Grant 25-26	$ 324,664.00	7/1/2025	6/30/2026
Transportation Microgrant 2627	$ 155,000.00	7/1/2025	6/30/2026
Unified Sports Special Olympoics	$ 21,200.00	7/1/2024	6/30/2026
Grant Name	Fiscal Year 26 Budget	Award Start	Award End
OTHER GRANTS			
ADED Northwest Reg Workforce	$ 2,986.35	7/1/2024	6/30/2026
Celebration of Excellence	$ 3,200.00	7/1/2024	9/30/2026
CREC Mentor Stipend	$ 18,750.00	7/1/2023	No End
CREC Resident Salary	$ 32,250.00	7/1/2023	No End
CREC Resident Stipend	$ 12,000.00	7/1/2023	No End
Leavenworth Trust Fund	$ 87,964.24		No End
Post Univ. Maloney 25-27	$ 4,000.00	7/1/2024	6/30/2027
Rookie Grant FY 25-26	$ 10,847.00	7/1/2025	6/30/2026
SERC Off of Student Affairs	$ 32,500.00		No End
Uconn Social Work Internship	$ 10,000.00	7/1/2024	6/30/2026
VIP Tires & Service 24-25	$ 2,320.00	7/1/2024	No End
Ward Family Grant FY 23-24	$ 19,500.00		No End
Whirlpool Laundry Duggan	$ 10,162.56	7/1/2023	6/30/2026

Federal Total	$ 32,494,666.91
State Total	$ 111,870,088.00
Other Total	$ 246,480.15
Total Above	$ 144,611,235.06

#22

2026-2027
Operating Budget Mitigation Plan
BOE Finance Committee
Wednesday, June 3, 2026

General Fund Gross Budget Proposal FY27	$247,516,020
Alliance Year 15 (Operating Budget)	($73,716,020)
General Fund 2016-2017 Surplus	($450,000)
General Fund 2015-2016 Surplus	($1,000,000)
General Fund 2014-2015 Surplus	($1,000,000)
City Non Lapsing Account	($500,000)
Contingency Surplus	($675,000)
BOE Budget Transmittal Request	**$170,175,000**
City Budget Appropriation - meets State MBR requirement	**$158,375,000**
Difference - Budget Gap	**$11,800,000**

Budget Mitigation Plan:

Pupil Transportation- additional increase based on new bus contracts	$399,621	
Diesel / Propane (busses) - adjustment based on new bus contracts	($82,356)	
Gasoline (busses) - adjustment based on new contracts	$223,097	
Utilities - Natural Gas - additional increase due to inflation	$500,000	
Classroom Closures - (9) Teachers to Repurpose	($630,000)	*
CSDE Supplemental Aid for Education - Operating Budget portion	($12,210,362)	**
Total Budget Mitigation Plan	**($11,800,000)**	

Final Budget Gap	**$0**

*** - Classroom Consolidations based on student class size**

**** - CSDE Supplemental Aid of $14.7M - to be used for educational purposes only with authorization of local BOE. CSDE Best Practice recommendation is to maintain these funds in a separate restricted account for audit purposes. These funds are not part of ECS or Alliance and also not part of the City's MBR budget appropriation to Education.**

Account Number	DEPARTMENT OF EDUCATION	AUDITED ACTUALS FY23	AUDITED ACTUALS FY24	AUDITED ACTUALS FY25	FY26 ADOPTED BUDGET	FY27 DEPT. REQUEST
	PERSONAL SERVICES					
511101	Administrators	$9,507,526	$9,567,737	$10,777,884	$10,922,425	$11,148,193
511102	Teachers	$46,431,254	$43,888,558	$36,705,000	$32,216,578	$39,343,525
511104	Superintendent	$443,103	$454,426	$287,129	$454,426	$491,813
511106	Early Incentive-Certified	$1,109,703	$1,231,933	$1,372,677	$526,072	$323,580
511107	Certified Coaches	$747,857	$803,919	$798,130	$770,000	$917,000
511108	School Psychologists	$551,247	$568,296	$808,209	$1,358,071	$1,562,583
511109	School Social Workers	$1,796,650	$2,025,882	$2,112,893	$2,365,883	$2,457,618
511110	Speech Pathologists	$2,629,704	$2,886,230	$3,015,520	$2,498,279	$2,735,213
511111	Assistant Superintendent of Human Capita	$165,000	$173,250	$173,250	$173,250	$173,250
511113	Extra Comp. Stipend	$109,482	$110,267	$140,539	$159,000	$159,000
511201	Non-Certified Salaries	$2,326,606	$2,621,521	$2,906,019	$3,039,351	$3,096,841
511202	Clerical Wages	$1,025,092	$1,051,380	$1,061,813	$1,182,727	$1,255,124
511204	Crossing Guards	$399,280	$432,417	$449,254	$391,442	$407,831
511206	Educational Steps	$269,657	$268,789	$315,729	$418,909	$300,000
511212	Substitute Teachers	$536,088	$568,567	$414,425	$520,000	$300,000
511215	Cafeteria Aides	$4,861	($5,562)	$0	$0	$0
511217	Library Aides	$99,036	$138,345	$148,388	$148,125	$165,697
511219	School Clerical	$2,091,458	$2,046,049	$2,194,915	$2,421,154	$2,713,897
511220	Fiscal Administration	$548,769	$470,842	$566,928	$775,301	$808,090
511222	Transportation Coordinator	$181,941	$204,822	$211,778	$217,296	$223,814
511223	Office Aides	$158,389	$170,615	$156,229	$180,000	$170,000
511225	School Maintenance Non-Cert.	$1,846,131	$2,341,965	$2,449,939	$2,675,165	$3,190,919
511226	Custodians Non-Cert.	$4,631,192	$5,057,786	$5,877,843	$6,242,816	$6,703,236
511227	Overtime-Outside Activities	$243,331	$318,530	$372,564	$300,000	$300,000
511228	Paraprofessionals	$9,466,814	$9,956,910	$10,073,705	$10,056,786	$12,177,959
511229	Bus Duty Payments	$246,630	$271,571	$257,147	$265,000	$265,000
511232	Attendance Counselors	$122,720	$121,490	$123,905	$131,096	$129,090
511233	ABA Behavioral Therapist	$1,097,106	$976,117	$859,875	$917,094	$1,101,809
511234	Interpreters	$143,874	$143,320	$149,127	$158,714	$168,619
511236	Snow Removal	$26,707	$46,188	$71,960	$0	$0
511238	St. Peter & Paul	$9,615	$1,602	$0	$0	$0
511650	Non-Certified Overtime	$1,059,509	$1,240,940	$1,016,315	$775,000	$875,000
511653	Non-Certified Longevity	$9,418	$7,135	$6,835	$5,620	$6,930
511700	Extra Police Protection	$822,344	$865,220	$1,005,455	$1,011,747	$1,048,532
511800	Vacation and Sick Term Payout	$206,866	$167,700	$315,897	$548,442	$820,174
	Attrition/Projected Resignations-Certified					($2,300,000)
	Projected Resignations - Non-certified					($1,218,520)
	Alliance Grant Payroll					$73,716,020
	Total Payroll Costs	$91,064,960	$91,194,756	$87,197,276	$83,825,769	$165,737,837

Account Number	DEPARTMENT OF EDUCATION	AUDITED ACTUALS FY23	AUDITED ACTUALS FY24	AUDITED ACTUALS FY25	FY26 ADOPTED BUDGET	FY27 DEPT. REQUEST
	EMPLOYEE BENEFITS					
522501	Health Insurance-General	$10,000,000	$9,000,000	$10,000,000	$11,000,000	$11,000,000
529001	Car Allowance	$79,885	$118,980	$114,911	$104,800	$104,800
529003	Meal Allowance	$96,685	$24,797	$15,517	$15,000	$15,000
	PURCHASED PROFESSIONAL SERVICES					
533000	Professional Services	$21,820	$0	$4,472,133	$4,200,000	$4,500,000
533009	Evaluation	$167	$0	$0	$0	$0
533020	Consulting Services	$244,439	$515,965	$389,723	$269,796	$222,532
533100	Auditing	$47,196	$58,000	$57,500	$64,000	$65,000
539005	Sporting Officials	$7,178	$13,610	$25,000	$25,000	$25,000
539008	Messenger Service	$31,950	$37,488	$33,862	$40,000	$35,838
	PURCHASED PROPERTY SERVICES					
543000	General Repairs & Maint.	$1,423,851	$1,375,889	$1,276,273	$1,546,830	$1,511,166
543011	Service Maint. Contracts	$698,823	$783,310	$969,080	$920,000	$905,000
544002	Building Rental	$560,571	$573,171	$589,006	$581,542	$584,841
545002	Water	$289,429	$272,580	$259,639	$275,000	$275,000
545006	Electricity	$2,891,168	$3,077,831	$4,096,766	$3,900,000	$4,135,000
545013	Security/Safety	$154,189	$352,389	$56,311	$100,000	$110,000
	PURCHASED OTHER SERVICES					
551000	Pupil Transportation	$19,061,884	$20,332,980	$20,505,423	$20,916,330	$26,600,000
553001	Postage	$42,377	$44,191	$42,988	$45,000	$45,000
553002	Telephone	$198,176	$222,440	$228,983	$200,000	$220,000
553005	Wide Area Network	$88,763	$77,955	$75,483	$100,408	$96,000
556055	Tuition-Outside Services	$14,576,660	$17,152,583	$17,114,796	$19,600,856	$20,600,000
556056	Purchased Service - Outside	$3,135,262	$5,532,198	$3,675,143	$4,655,000	$4,785,340
557000	Tuition Reimbursement	$54,484	$42,916	$35,465	$15,000	$20,000
558000	Travel Expenses	$112,617	$4,700	$384	$5,000	$5,000
559001	Advertising	$21,269	$24,230	$10,330	$13,000	$13,000
559002	Printing and Binding	$25,776	$15,424	$15,236	$18,000	$15,000
559014	Insurance-Athletic	$20,636	$19,851	$19,851	$22,351	$22,351

Account Number	DEPARTMENT OF EDUCATION	AUDITED ACTUALS FY23	AUDITED ACTUALS FY24	AUDITED ACTUALS FY25	FY26 ADOPTED BUDGET	FY27 DEPT. REQUEST
	SUPPLIES					
561100	Instructional Supplies	$1,278,098	$1,344,263	$1,142,956	$1,395,000	$1,325,000
561200	Office Supplies	$54,577	$62,044	$49,627	$75,590	$75,590
561204	Emergency/Medical Supplies	$0	$0	$0	$0	$0
561210	Intake Center Supplies	$3,205	$3,469	$2,848	$3,500	$3,000
561211	Recruitment Supplies	$43,034	$44,007	$26,265	$50,000	$40,000
561212	Medicaid Supplies	$3,974	$6,384	$5,006	$8,000	$6,500
561501	Diesel	$111,311	$159,690	$145,111	$160,284	$67,374
561503	Gasoline	$167,737	$206,142	$231,167	$208,294	$244,918
561504	Heating Oil	$15,883	$0	$0	$0	$0
561505	Natural Gas	$2,195,020	$1,492,747	$1,773,240	$1,650,000	$1,700,000
561507	Janitorial Supplies	$254,701	$388,025	$373,461	$465,000	$465,000
561508	Electrical Supplies	$47,611	$49,643	$47,657	$0	$0
561509	Plumbing Supplies	$131,657	$99,353	$98,233	$0	$0
561510	Building & Grounds Supplies	$308,332	$219,645	$216,990	$370,000	$370,000
561511	Propane	$133,550	$281,144	$286,592	$338,500	$340,633
567000	Clothing	$34,778	$40,534	$45,162	$50,000	$50,000
567001	Crossing Guard Uniforms	$1,236	$1,990	$1,891	$2,000	$2,000
569010	Recreational Supplies	$1,607	$11,162	$11,906	$15,000	$15,000
569029	Athletic Supplies	$139,953	$137,034	$137,065	$135,000	$137,896
	PROPERTY					
575008	Furniture-Misc.	$15,058	$12,725	$9,039	$15,000	$15,000
575200	Office Equipment	$152,987	$135,457	$154,251	$170,000	$158,894
575408	Plant Equipment	$87,815	$39,960	$39,051	$40,000	$40,000
	OTHER					
589021	Mattatuck Museum	$11,124	$12,660	$11,980	$12,000	$12,000
589034	BOE Comm. Stipends	$20,701	$20,801	$22,946	$20,700	$20,700
589036	Emergency Fund	$9,298	$9,299	$9,405	$9,450	$9,450
589058	Waterbury Promise	$500,000	$500,000	$500,000	$500,000	$500,000
589201	Mileage Reimbursements	$13,440	$10,194	$14,510	$10,000	$10,000
589205	Coaches Reimbursements	$1,352	$4,098	$3,814	$3,000	$3,500
589900	Dues & Publications	$59,934	$64,707	$33,950	$65,000	$65,000

Account Number	DEPARTMENT OF EDUCATION	AUDITED ACTUALS FY23	AUDITED ACTUALS FY24	AUDITED ACTUALS FY25	FY26 ADOPTED BUDGET	FY27 DEPT. REQUEST
	TRANSFERS					
591001	Transfer to Capital Improvement Fund	$0	$0	$0	$0	$0
591002	Transfer to Sinking Fund	$6,981,536	$1,763,940	$1,513,696	$0	$0
591004	Contribution to Athletic Fund	$120,000	$127,104	$177,860	$145,000	$189,860
	New Items- 2 Teachers; English & Spanish Gr 6 (Roberto Clemente), Assistant Director of Human Resources, Director of Physical Education/Athletic				$0	$0
	Total Other Expense Costs	$66,784,766	$66,921,698	$71,165,483	$74,549,231	$81,778,183
	Alliance Grant Year 15					($73,716,020)
	Alliance Year 15 (ECS/Alliance Increase for Operating Budget)					$0
	General Fund Surplus - FY15					($1,000,000)
	General Fund Surplus - FY16					($1,000,000)
	General Fund Surplus - FY17					($450,000)
	City Non-Lapsing Account					($500,000)
	Contingency Surplus					($675,000)
	General Fund Contribution to DOE	**$157,849,726**	**$158,116,454**	**$158,362,759**	**$158,375,000**	**$170,175,000**
	ALLOCATION OF BENEFITS					
	Transfer to Health Ins. Fund - Actives	$17,702,559	$19,055,318	$15,553,148	$12,652,799	
	Transfer to Health Ins. Fund - Retirees	$22,112,028	$21,114,968	$20,309,608	$19,231,959	
	Transfer to Pension Trust Fund - Actives	$948,057	$950,216	$853,173	$862,792	
	Transfer to Pension Trust Fund - Retirees	$13,478,039	$12,951,603	$13,308,047	$13,276,683	
	Transfer to Workers Comp. Fund	$3,471,582	$3,399,084	$3,048,882	$2,478,046	
	FICA Expenses	$960,000	$1,015,000	$1,166,000	$1,193,000	
	Medicare Expenses	$2,335,000	$2,475,000	$2,549,000	$2,717,000	
	Employer 401a Match - Education	$63,000	$74,000	$84,000	$89,000	
	Unemployment Expenses	$365,000	$365,000	$300,000	$270,000	
	Life Insurance Expenses	$441,000	$460,000	$490,000	$512,000	
	Total Benefits Allocated to Department of Education	**$61,876,266**	**$61,860,188**	**$57,661,859**	**$53,283,279**	**$0**
	Total Amount Earmarked on behalf of Education	**$219,725,991**	**$219,976,643**	**$216,024,618**	**$211,658,279**	**$170,175,000**

* Per State Statute local Budget Authority Boards determine the General Fund Contribution to Education but do NOT have line item authority over the Department of Education's Budget which is set by the local Boards of Education. This is the line item budget entered into the financial system for fiscal monitoring purposes.

FY26 BOA Adopted Budget	Filled at Budget Dev.Time	FY27 Dept. Request	Department	FY26 BOA Adopted Budget Book	FY27 Dept. Request
			DEPARTMENT OF EDUCATION		
1	1	1	SUPERINTENDENT OF SCHOOLS	$254,926	$276,813
1	1	1	DEPUTY SUPERINTENDENT	$199,500	$215,000
1	1	1	CHIEF OPERATING OFFICER	$175,000	$200,000
1	1	1	CHIEF FINANCIAL OFFICER	$186,214	$191,801
64	61	64	SAW ADMINISTRATORS	$9,158,428	$9,339,612
11	11	11	SAW ADMINISTRATORS/SPECIAL ED	$1,438,997	$1,474,581
1	1	1	DIRECTOR OF PUPIL SERVICES	$175,000	$175,000
1	1	1	ASSISTANT DIRECTOR SPECIAL EDUCATION	$150,000	$159,000
439	272	285	TEACHERS/ REGULAR ED	$33,361,936	$22,877,440
204	173	200	TEACHERS/SPECIAL ED	$15,668,435	$16,288,490
17	14	19	SCHOOL PSYCHOLOGISTS	$1,358,071	$1,562,583
29	27	29	SCHOOL SOCIAL WORKERS	$2,365,883	$2,457,618
30	28	31	SPEECH PATHOLOGISTS	$2,498,279	$2,735,213
1	1	1	SUPERVISOR/RESEARCH & DEVELOPMENT	$130,023	$133,923
1	1	1	DIRECTOR OF PERSONNEL	$150,000	$150,000
1	0	1	ASSISTANT SUPERINTENDENT OF HUMAN CAPITAL	$173,250	$173,250
2	2	2	SENIOR HR GENERALIST	$222,246	$228,913
2	2	2	HUMAN RESOURCE GENERALIST	$152,091	$156,653
2	2	2	HUMAN RESOURCE ASSISTANT	$106,901	$118,635
1	1	1	GRANT WRITER	$139,407	$143,589
3	1	2	ACCOUNTANT I	$143,261	$104,753
2	2	3	ACCOUNTANT II	$101,954	$168,630
2	2	2	ACCOUNTANT III	$194,663	$200,503
1	0	1	SBO ACCOUNTING MANAGER	$103,807	$103,807
43	40	43	ADMIN SPECIALIST I	$1,493,310	$1,722,505
8	5	7	ADMIN SPECIALIST II	$327,930	$299,643
2	2	2	ADMIN SPECIALIST III	$106,030	$110,362
1	1	1	PAYROLL CLERK (SIO)	$47,858	$51,029
1	1	1	PAYROLL CLERK II BOE	$59,962	$63,594
1	1	1	EXECUTIVE ADMINISTRATIVE ASSISTANT - SUPERINTENDENT	$80,000	$84,800
2	3	3	EXECUTIVE ADMINISTRATIVE ASSISTANT	$120,565	$182,730
1	1	1	CLERK- BOARD OF EDUCATION	$82,974	$89,325
1	1	1	EDUCATION LIAISON (50% EDUCATION; 50% CITY)	$50,000	$50,000
1	1	1	GRANTS SPECIALIST (50% GRANT)	$23,960	$24,370
3	3	3	ATTENDANCE COUNSELORS	$131,096	$129,090

FY26 BOA Adopted Budget	Filled at Budget Dev.Time	FY27 Dept. Request	Department	FY26 BOA Adopted Budget Book	FY27 Dept. Request
			DEPARTMENT OF EDUCATION		
1	1	1	TRANSPORTATION COORDINATOR	$126,598	$130,396
1	1	1	ASSISTANT TRANSPORTATION COORDINATOR	$90,697	$93,418
69	55	69	CROSSING GUARDS	$391,442	$407,831
1	1	1	ATTORNEY BOE	$130,000	$130,000
1	1	1	INTAKE CENTER COORDINATOR	$101,360	$101,360
1	1	1	STUDENT REGISTRATION SPECIALIST	$36,515	$39,124
358	310	358	PARAPROFESSIONALS	$11,406,786	$12,177,959
15	11	15	ABA THERAPISTS	$1,067,094	$1,101,809
3	3	3	INTERPRETORS	$158,714	$168,619
1	1	1	SYSTEMS ADMINISTRATOR	$186,214	$191,801
29	27	29	SCHOOL SECRETARY	$1,103,777	$1,191,316
1	1	1	DATA MANAGER	$108,212	$111,458
1	1	1	NETWORK MANAGER	$122,314	$125,983
1	1	1	NETWORK SPECIALIST (50% GRANT)	$21,918	$22,740
1	1	1	AUDIOLOGIST	$92,415	$92,383
1	1	1	SECRETARY II	$32,427	$33,160
1	1	1	OFFICE MANAGER	$40,178	$41,585
1	1	1	SCHOOL INSPECTOR	$186,214	$191,801
1	0	1	ASSISTANT SCHOOL INSPECTOR	$108,412	$115,015
2	2	2	CUSTODIAN SUPERVISOR	$124,496	$132,849
8	8	8	CARPENTER	$456,539	$475,209
1	0	1	CARPENTER FOREMAN	$60,840	$62,969
1	1	1	ELECTRICAL FOREMAN	$66,414	$68,739
5	4	5	ELECTRICIAN	$308,942	$312,285
2	1	2	HVAC TECHNICIAN	$121,763	$126,025
1	1	1	HVAC FOREMAN	$66,414	$68,739
5	2	5	GENERAL UTILITY MECHANIC	$272,688	$282,986
1	0	1	MASON FOREMAN	$58,469	$60,515
3	2	3	MASON	$162,885	$170,459
5	4	5	MEO	$206,378	$210,199
1	1	1	PAINTER FOREMAN	$59,634	$61,721
5	5	5	PAINTER II	$277,701	$287,420
4	3	4	PLUMBER	$248,310	$249,531
1	1	1	PLUMBER FOREMAN	$58,469	$71,516
38	36	38	MAINTAINER II	$1,770,558	$1,815,929

FY26 BOA Adopted Budget	Filled at Budget Dev.Time	FY27 Dept. Request	Department	FY26 BOA Adopted Budget Book	FY27 Dept. Request
			DEPARTMENT OF EDUCATION		
119	110	119	MAINTAINER I	$4,727,258	$4,887,307
1	0	0	SCHOOL GROUNDS FOREPERSON- UNLICENSED	$77,375	$0
0	1	1	SCHOOL BUILDING AND GROUND SUPERVISOR	$0	$82,495
1	1	1	FAMILY COMMUNITY ENGAGEMENT MANAGER (50% GF)	$40,000	$41,200
1	1	1	CONTRACT MANAGER	$90,697	$93,418
1	0	1	AUDIOMETRIST	$55,000	$55,000
1,576	1,268	1,421	TOTAL	$95,954,074	$88,527,524
11	11	11	POLICE RESOURCE OFFICER*	$711,747	$723,532
			*(paid thru Police Dept payroll credited to Police at the end of the year)		
			OFFICE AIDES	$180,000	$170,000
			EDUCATIONAL	$418,909	$300,000

WATERBURY PUBLIC SCHOOLS

#23-24

Committee Meeting Agenda/Minutes

Committee:	BOE School Personnel Committee		
Location:	**Date of Meeting:**	**Start Time:**	**Finish Time:**
Waterbury Arts Magnet School Media Center 16 South Elm Street Waterbury, CT	Thursday May 14, 2026	5:00 p.m.	***5:26 p.m.***

Team Norms:

1. All meetings will start on time
2. All team members will agree to stay on specific agenda topics
3. A specific agenda will be set for all meeting

Commissioners Present:	Staff Present:
Heyward-Bowen, A. Ireland, Jackson, Lopez, and Orso ***(President Brown – non-committee member)***	***Mr. Mendoza, Dr. Schwartz, and Mr. Thazhampallath***

AGENDA			MOTION
		Time Allotted	**Motion by/seconded by Vote tally**
1.	Proposed new position of District-Wide Athletic Director.	6 minutes	***Motion to approve the new position and job specifications and refer to the full Board of Education at its next Workshop. Lopez/Orso Unanimous***
2.	Proposed new position of Assistant Director of Personnel And Talent Management.	6 minutes	***Motion to approve the new position and job specifications and refer to the full Board of Education at its next Workshop. Orso/Lopez Unanimous***
3.	Revised job specifications for the position of Grants Manager.	6 minutes	***Informational – no vote required.***
4.	Revised job specifications/name change for the position of Recruitment and Student Placement Coordinator.	6 minutes	***Informational – no vote required. Name change requested to "PreK Enrollment Assistant" and that the hourly rate be reviewed.***

Additional notes/minutes:

Adjournment at 5:26 p.m.
Orso/Jackson
Unanimous

Minutes prepared by:

Waterbury Public Schools

JOB CLASSIFICATION DESCRIPTION

JOB CLASSIFICATION TITLE:
District-Wide Athletic Director
DEPARTMENT: Academic Office

SALARY RANGE: $130,000 - $165,000
UNION AFFILIATION: Non-union
FLSA DESIGNATION: Exempt

REPORTS TO: Chief Academic Officer

PART I - SUMMARY OF CLASSIFICATION

The District-Wide Athletic Director provides leadership, coordination, and oversight for all interscholastic athletic programs across the Waterbury Public Schools. The position is responsible for ensuring that athletic programs support the academic mission of the district while promoting student wellness, sportsmanship, leadership, and character development. The District-Wide Athletic Director ensures that all athletic programs operate in compliance with district policies, Connecticut Interscholastic Athletic Conference (CIAC) regulations, and applicable state and federal laws, including Title IX. The position works collaboratively with school administrators to maintain consistent program quality, equitable student access to athletic opportunities, and safe, well-managed athletic programs at both the high school and middle school levels.

PART II - MINIMUM KNOWLEDGE, SKILLS, AND ABILITIES

A. EDUCATION AND EXPERIENCE:

- Master's Degree in Educational Leadership, Sports Administration, or a related field preferred.
- Minimum of five (5) years of successful experience in athletic administration or school leadership.
- Demonstrated knowledge of interscholastic athletics, eligibility standards, athletic program management, and compliance requirements.
- Strong leadership, organizational, communication, and problem-solving skills.
- Demonstrated ability to work effectively with diverse students, staff, families, and community partners.
- Experience working in an urban school district and/or multicultural environment preferred.

B. CREDENTIALS, LICENSURES, CERTIFICATIONS, AND OTHER

- Connecticut State Department of Education certification as an Intermediate Administrator/Supervisor (092) required.
- Additional Connecticut State Department of Education certifications as appropriate.
- Connecticut State Coaching Permit
- Current CPR/First Aid Certifications
- Certificate of Completion for the Module 15 or Module 51 from the Connecticut Coaching Education Program.
- Possession of a valid Connecticut Motor Vehicle Class D Operator's License may be required.

C. KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of CIAC regulations, league requirements, and district policies governing interscholastic athletics.
  Knowledge of Title IX compliance requirements related to athletic participation and program equity.
- Ability to plan, coordinate, and evaluate district-wide athletic programming.
  Ability to supervise and evaluate athletic directors, athletic staff, and coaches.
- Strong communication and collaboration skills when working with school administrators, school-based athletic directors, students, families, and community organizations.
- Ability to manage multiple programs, schedules, and operational priorities across multiple schools.
- Ability to analyze program needs, manage resources effectively, and ensure equitable program implementation

PART III - POSITION SUPERVISES:

Supervises assigned certified and non-certified staff, including but not limited to:

- Supervisor of Health and Physical Education
- Building-Based High School Athletic Directors or Athletic Coordinators
- Middle School Athletic Directors or Athletic Coordinators
- Coaches and Athletic Support Staff

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PART IV - ESSENTIAL FUNCTIONS: The following identifies the primary functions of the position and is not intended to be an exhaustive listing of all duties.

District Athletic Program Leaderships

- Provide leadership and oversight for all district interscholastic athletic programs at the high schools, middle schools, and elementary schools, including unified sports programs.
- Develop, implement, and evaluate a comprehensive districtwide athletic program aligned with district goals and student development priorities.
- Establish consistent expectations, procedures, and standards for athletic programs across all schools.
- Coordinate districtwide athletic schedules, competitions, facility usage, and transportation in collaboration with school administrators and operations staff.
- Promote sportsmanship, academic achievement, and positive student conduct in all athletic programs.
- Provide leadership and oversight for the high school athletic directors and middle school athletic director to ensure alignment with district expectations and CIAC feeder program standards.
- Ensure athletic trainers provide appropriate medical support for student-athletes and are present at athletic events and activities as required

Compliance and Governance

• Ensure compliance with Connecticut Interscholastic Athletic Conference (CIAC) rules and regulations, league requirements, and district policies.
• Oversee district compliance with Title IX and other applicable state and federal regulations governing athletics.
• Maintain records, reports, and documentation related to student eligibility, participation, and athletic program operations.
• Ensure Athletic Directors are keeping up-to-date records of coaching credentials and state permits.

Personnel Leadership

• Work collaboratively with high school athletic directors to recruit, recommend for hire, supervise, and evaluate coaches and district athletic staff in accordance with district procedures.
• Provide training and professional development for coaches and athletic directors focused on student safety, positive coaching practices, and program expectations.
• Supervise school-based athletic directors in the day-to-day management of athletic programs.
• Supervise and evaluate the Supervisor of Health and Physical Education

Student-Athlete Support and Safety

• Ensure that all student-athletes meet eligibility requirements and maintain academic expectations.
• Oversee implementation of safety protocols, including concussion management, medical clearance requirements, and emergency procedures.
• Maintains respect at all times for confidential information.
• Promote equitable access to athletic participation for students across all schools and programs.
• Enforces sportsmanlike behavior at all times and imposes penalties for breach of such standards of students
• Collaborate with the Director of Safety and Security to ensure all playing and practice areas are safe with proper emergency protocols established.
• Ensure all Automated External Defibrillators (AEDs) are functioning properly and in accessible areas and are aware of their locations at each school.
• Ensure appropriate procedures are in place for the reporting, documentation, and communication of student-athlete injuries in coordination with athletic trainers, school nurses, coaches, and administration.
• Receive and monitor student-athlete injury reports to ensure appropriate follow-up, communication, and compliance with district procedures.

Budget and Resource Management

• Develop and manage the district athletics budget in collaboration with district leadership.
• Monitor expenditures, equipment purchases, and program needs to ensure responsible fiscal management and equitable allocation of resources.
• Coordinate with facilities and operations staff regarding athletic facility scheduling, maintenance, and improvements.

Family and Community Engagement

• Serve as the district liaison for athletics with students, families, community organizations, and athletic governing bodies.
• Promote district athletic programs and highlight student achievements across the community.
• Address concerns related to athletic programming in a timely and professional manner.

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Other Duties

• Performs other duties as assigned by the Superintendent or designee

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS: Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility, and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	**OCCASIONALLY (O) FREQUENTLY (F)**				**CONSTANTLY (C)**			
0 % of Shift	1-33% of Shift 34-66% of Shift				67-100% of Shift			
Working Conditions	**N**	**O**	**F**	**C Working Conditions**	**N**	**O**	**F**	**C**
Physical Demands				Depth Perception		X		
Standing			X	Color Distinction		X		
Walking			X	Peripheral Vision		X		
Sitting		X		Driving			X	
Lifting		X		**Physical Strength:**				
Carrying		X		Little Physical Effort (-10 lbs.)		X		
Pushing		X		Light Work (-20 lbs.)		X		
Pulling		X		Medium Work (20-50 lbs.)		X		
Climbing		X		Heavy Work (50-100 lbs.)	X			
Balancing		X		Very Heavy Work (100+ lbs.)	X			
Stooping		X		**Environmental Conditions**				
Kneeling		X		Cold (50 degrees F or less)		X		
Crouching		X		Heat (90 degrees F or more)		X		
Crawling Reaching Handling Grasping		X X X X		Temperature Changes Wetness Humidity Extreme Noise or Vibration		X X X X		
Twisting		X		Exposure to Chemicals	X			

Feeling			X	Exposure to Gases and Fumes	X			
Talking			X	Exposure to Unpleasant Odors	X			
Hearing			X	Exposure to bodily fluids	X			
Repetitive Motion			X	Exposure to dampness	X			

DRAFT

Hand/Eye/Foot Coordination			X	Confinement to a Small or Restricting Area	X			
Visual Acuity/Near			X	Mechanical Hazards	X			
Visual Acuity/Far			X	Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

Waterbury Public Schools is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the District when necessary.

Drafted on: April 20,2026

DRAFT

Approved by CSC:
Approved by BOE:
FLSA Status: Exempt
Union Affiliation: WMAA
Salary Range: $120,000 to $150,000

ASSISTANT DIRECTOR OF PERSONNEL AND TALENT MANAGEMENT

GENERAL STATEMENT OF DUTIES:

Under the direction of the Director of Personnel and Talent Management, and in coordination with the Superintendent of Schools, this position assists in the administration of personnel and labor relations functions for the Department of Education. The Assistant Director supports the strategic initiatives and day-to-day operations of the Human Capital and Payroll Division, including recruitment, staffing, employee relations, labor relations support, and compliance with federal and state employment requirements. The position provides guidance to administrators and staff on personnel matters and performs related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

The Assistant Director of Personnel and Talent Management assists in overseeing the Education Department's human resources and personnel functions and supports labor relations activities involving collective bargaining units representing certified personnel. The position helps develop and implement personnel policies, provides guidance to administrators on employment matters, and supports the administration of collective bargaining agreements. The incumbent works collaboratively with district leadership to ensure personnel practices are consistent, compliant with applicable laws and regulations, and aligned with the district's strategic goals related to workforce effectiveness and organizational development.

EXAMPLES OF DUTIES (Illustrative Only):

• Assists in overseeing the daily operations of the Human Capital Office, including the supervision and coordination of office staff responsible for personnel transactions, employment records, certification tracking, district staff evaluation processes, and onboarding documentation.
• Supports the Director of Personnel and Talent Management in the administration and interpretation of collective bargaining agreements and labor relations matters.
• Supports the Director of Personnel and Talent Management in labor relations activities, including preparation for collective bargaining negotiations, research of comparable settlements, contract interpretation, and grievance administration.
• Participates in investigations of employee complaints and personnel matters and assists in developing recommendations for resolution.
• Provides guidance to department administrators and supervisors on personnel policies, procedures, and employee relations matters.
• Assists in the development and implementation of human resources policies and procedures and recommends improvements to the Director.
• Supports strategic initiatives related to recruitment, hiring, induction, deployment, and retention of staff across the district.
• Coordinates and supports employee recruitment, screening, selection, and onboarding processes.
• Assists with contract administration, including grievance processing, investigations, and preparation for arbitration or other hearings as required.
• Participates in labor relations activities, including research, preparation of background materials, and support during collective bargaining negotiations.
• Assists in preparing materials related to labor negotiations, including research of comparable jurisdictions, review of settlements or arbitration awards, and analysis of labor trends.
• Supports the administration of unemployment compensation claims and ensures compliance with applicable federal and state employment regulations.
• Assists with maintaining and monitoring Human Capital metrics to support data-informed decision-making related to workforce planning and staffing.

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• Supports staff training and professional development initiatives related to personnel practices and compliance requirements.
• Collaborates with the City's Human Resources Department and HRIS staff to ensure accurate personnel records, reporting, and compliance with federal and state reporting requirements.
• Assists in coordinating personnel matters with City officials, legal counsel, and external agencies as required.
• Maintains awareness of current human resources practices, labor relations developments, and relevant employment law.
• May attend meetings of the Board of Education or other City boards and commissions as requested.
• Works closely with Talent Supervisors to coordinate the processing of new hires, including certification verification, background clearances, onboarding procedures, and ensuring compliance with district, state, and contractual hiring requirements.
• In the absence of the Director of Personnel and Talent Management, the Assistant Director serves as Acting Director and assumes responsibility for the oversight and administration of personnel operations.
• Performs related duties as assigned.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:
• Considerable knowledge of the principles and practices of human resources administration, employee relations, and labor relations.
• Working knowledge of applicable federal, state, and local laws and regulations related to labor and employment matters, including the Connecticut Municipal Employee Relations Act and the Teacher Negotiation Act.
• Strong organizational, administrative, and analytical skills related to personnel management.
• Effective oral and written communication skills, including the ability to present information clearly and facilitate the resolution of personnel matters.
• Ability to conduct research, analyze information, and develop recommendations.
• Proficiency in the use of personal computers, Microsoft Office applications, Google applications, and human resources information systems.
• Ability to establish and maintain effective working relationships with administrators, staff, union representatives, government officials, and members of the public.
• Ability to support contract administration and assist with collective bargaining preparation and related labor relations activities.
• Ability to manage multiple priorities and meet deadlines in a complex organizational environment.
• Required to obtain the Professional Human Resources Certificate within one (1) year of employment.

REQUIRED EXPERIENCE AND TRAINING:
Eight (8) years of progressively responsible experience in personnel administration, human resources, labor relations, education administration, or public administration, including experience in recruitment, employee relations, and personnel management. Supervisory experience is preferred.

Bachelor's degree in Human Resources, Labor Relations, Industrial Relations, Personnel Administration, Business Administration, Public Administration, Education Administration, or a closely related field required. A Master's degree is preferred.

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#25

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, June 4, 2026**
BOARD MEETING: **Thursday, June 18, 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
K. Punter	Career Academy cafe: Friday, June 5th 3:30 – 8:00 pm (Class of 2028 hosting an Ice Cream Social)
N. French Graham	International School gym: Thursday, June 4th 4:45 – 5:45 pm (after school program showcase of students artwork)
T. Afable	Gilmartin café: Saturday, May 23rd 10:00am – 3:00pm (Pop-Up pantry for students/families)
L. Martinez	Reed café: Thursday, June 11th 5:00 – 7:00 pm (8th Grade Formal Dance)
A Simms	Bucks Hill Annex playground: Tuesday, June 9th 5:00 – 7:00 pm (end of year event for WPS Special Education students/families)
V. Balsamo	Wallace café: Friday, Junen 12th 4:00 – 8:00pm (Grade 8 semi-formal dance)
N. French-Graham	Reed cafe & gym: July 6th thru Aug. 7th 11:00am – 5:30pm (Wtby. Bridge to Success summer camp)
Registrar of Voters T. Begnal	Tuesday, August 11th 5:00am – 9:00pm (Primary Election - voting held at 14 school buildings)
W.C.E.A.	Rotella café: Thursday, May 28th 4:00-6:00 pm (White Collar Union meeting with school based employees)
M. Depaiva	WAMS lobby: Tuesday, June 2nd 5:00 – 8:00 pm (Super Senior Dinner)
M. Rivera	WAMS atrium: Monday, June 1st 5:00 – 7:30 pm (Art Show)
T. Santos	Wallace media ctr.: Wednesday, July 1st 6:00pm-7:30pm (Wallace girls basketball team meeting)
N. Albini	Driggs media ctr.: Monday, June 8th 3:00-5:00 pm (Wtby. Health & Wellness Advisory Council meeting)

SCHOOL PERSONNEL USE ONLY

DATE: 5/18/2026

TO: SCHOOL BUSINESS OFFICE

FROM: WCA - Kaisha Punter

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: June 5, 2026

FROM: 3:30 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Class of 2026 are hosting an Ice Cream Social.

K. Punter

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: 5/18/26

TO: SCHOOL BUSINESS OFFICE

FROM: Nadia French-Graham

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

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: June 4th, 2026

FROM: 4:45 am/pm TO: 5:45 am/pm

FOR THE FOLLOWING PURPOSES:

RCIDLS Afterschool program Mattatuck Museum would like to host a showcase of the students artwork to be shown to their parents.

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: 5/12/26

TO: SCHOOL BUSINESS OFFICE

FROM: Taylor Afable, Community School Coordinator at Gilmartin Elementary School

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

NAME OF SCHOOL REQUESTED: Gilmartin Elementary School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Saturday May 23

FROM: 10:00 am/pm TO: 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Pop-up food pantry for students/families from Gilmartin Elementary School.

Taylor Afable
APPLICANT

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

Booth

SCHOOL PERSONNEL USE ONLY

DATE: May 12, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Reed School

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

NAME OF SCHOOL REQUESTED: Reed School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: June 11, 2026

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

FOR THE FOLLOWING PURPOSES:

8th Grade Formal Dance.

Ms. Latasha Montez
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: May 12, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Amy Simms, BH Preschool on behalf of SEPTO

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

NAME OF SCHOOL REQUESTED: Bucks Hill Preschool Annex

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

DATES REQUESTED: Tuesday, June 9th

FROM: _____5:00_____ am/pm TO: _____7:00_____ am/pm

FOR THE FOLLOWING PURPOSES:

End of the year event for the WPS Special Education Parent Teacher Organization, for all families with students with 504 plans and special education.

Amy Simms
APPLICANT

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

Cancel Ballers

Good

SCHOOL PERSONNEL USE ONLY

DATE: 5/20/26

TO: SCHOOL BUSINESS OFFICE
Vincent Balsamo

FROM: _____

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

NAME OF SCHOOL REQUESTED: Wallace MS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: June 12, 2026

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

FOR THE FOLLOWING PURPOSES:

Grade 8 Semi-Formal Dance, 5-7pm

Vil Jm
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: 5/18/26

TO: SCHOOL BUSINESS OFFICE

FROM: Nadia French-Graham

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

NAME OF SCHOOL REQUESTED: Reed Elementary Scho d

☒ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: July 6th-August 7th 2026

FROM: 11:00 AM am/pm TO: 5:30PM am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Bridge to Success Boost! program is hosting their summer camp at Jonathan Reed School from July 6th-August 7th from 12:00-4PM. We are alloting extra time due to set and transitions. We will be supplying lunch to the students during this time. We will aslo be have community partners running the program at different locations in the building(all on the first floor).We will also be conducting field trips on the fridays in July arriving at about 9:30AM and coming back to the school around 3:30PM for students to get picked up.

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: Registrar of Voters

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: See Attached

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Tuesday, Aug. 11th 2026

FROM 5 am/pm TO 9 am/pm

FOR THE FOLLOWING PURPOSES:

Primary Election

APPLICANT /SM

Please note the following provisions:

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

DEPARTMENT OF REGISTRARS OF VOTERS

THE CITY OF WATERBURY

CONNECTICUT

April 2, 2025

Board of Education Members
236 Grand Street
Waterbury, CT 06702

Dear Board of Education Members:

I am writing to request the use of the following schools for the possible upcoming primary election which may take place on August 11, 2026 and the general election that will take place on November 3, 2026. We will need to be in the facilities starting at 5:00am on the day of the election. Please bring any concerns to my attention as soon as possible so they may be addressed in adequate time.

Kennedy High School	Regan Elementary	Crosby High School
Gilmartin Elementary	Carrington School	Tinker Elementary
Kingsbury Elementary	Maloney School	Reed School
Sprague Elementary	Waterbury Career Academy	Chase Elementary
Wendell Cross Elementary	International Dual Language School	

Our office would also kindly ask that the name and cell phone number of the maintainer who is responsible for opening the buildings of each school be given to our office prior to each election.

Feel free to reach out with any concerns.

Teresa Begnal
Registrar of Voters

Alexandra Desjardins
Registrar of Voters

Good

SCHOOL PERSONNEL USE ONLY

DATE: 5-21-26

TO: SCHOOL BUSINESS OFFICE

FROM: W.C.E.A. Union
Donna Orsatti, Pres.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Rotella

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☑ CAFE/ROOMS

DATES REQUESTED: Thursday May 28th 2026

FROM 4:00 am/pm TO 6:00 am/pm

FOR THE FOLLOWING PURPOSES:

Union Meeting with School Based Employees

APPLICANT

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

Yok

SCHOOL PERSONNEL USE ONLY

DATE: 5/26/26

TO: SCHOOL BUSINESS OFFICE

FROM: Depaiva/Mendello

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

NAME OF SCHOOL REQUESTED: WAMS

need 5 long tables with 8 seats each

☒ Mirrored Lobby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Tues. June 2nd

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

FOR THE FOLLOWING PURPOSES:

Super Senior dinner

(we need 5 long tables with 8 seats each

Podium

M. DePaiva
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: 5/22/26

TO: SCHOOL BUSINESS OFFICE

FROM: Mike Rivera

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

NAME OF SCHOOL REQUESTED: WJMS

☐ **Auditorium** ☐ **Gymnasium** ☐ **Swimming Pool** ☒ **Café/Rooms** Atrium

DATES REQUESTED: June 1, 2026

FROM: 5^00 **am/pm** **TO:** 7^30 **am/pm**

FOR THE FOLLOWING PURPOSES:

Art Show

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: 5/29/26

TO: SCHOOL BUSINESS OFFICE

FROM: Tony Santos

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

NAME OF SCHOOL REQUESTED: Wallace

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms media Center

DATES REQUESTED: 7/1/26 - July 1st, 2026

FROM: 6 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Basketball - Girls Team - meeting Wallace Team

Tony Santos
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: June 1, 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: Driggs Elementary School Library/Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday, June 8, 2026

FROM: 3:00 am/pm TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; No equipment or technology needed; 20 to 25 people. Set up 8 tables in a square with 24 chairs (3 at each table).

Nicholas J. 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.

#26

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, June 4, 2026**
BOARD MEETING: **Thursday, June 18, 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

REQUESTING WAIVERS:

City Youth Theater S. Davis	Crosby aud. & lobby: July 17th thru Aug. 22nd various times (play rehearsals, performance) ($5,670.)
City Youth Theater S. Davis	Crosby café, 2 classrooms: July 6th - 24th 8:30am-4:30pm Monday thru Friday ($9,720.)
Hoops 4 Life D. Fryer	Reed gym: weekdays July 6th thru Aug. 20th 5:00-9:00pm (basketball program) ($7,140.) West Side M/S gym: weekdays July 6th thru Aug 20th 5:00-9:00 pm (basketball program) ($7,140.)
Be A Baller Not A Bully Duval Zimmerman	Wilby gym, café: August 3rd thru August 7th 6am-5pm (basketball camp) ($3.070.)
CT. Rebound DeVonne Parker	Wilby gym, café: July 27th – 30th 12:30pm-4:00pm (Unified Sports Camp) ($936.)

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

East Mt. Sports	W. Cross café: Tuesdays/ June 2, 16, 23, 30	5:30-7:00 pm
P. McCory	(registration)	
CT. Stars	Reed field: 6/19-9/25/26 Fridays	6-8 pm
S. Rincon	(kids soccer practice)	

MONEY COLLECTED TO DATE: **$ 26,363.00**

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

APPLICANT Shelby DAVIS NAME OF ORGANIZATION City Youth Theater

ADDRESS 42 Mtn View Waterbury CT 06704 TELEPHONE # 2034370325
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES attached ROOM(S) Auditorium / Lobby

OPENING TIME 5p CLOSING TIME 10p 5th & 6th PURPOSE Theater Programming

ADMISSION (if any) $10.00 CHARGE TO BE DEVOTED TO Fundraising

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 10

SIGNATURE OF APPLICANT [signature] DATE 5/8/26

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

Shelby Davis

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 ($5,070)

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 Use or Building Permit)

APPLICANT/ORGANIZATION: City Youth Theatre

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Auditorium.

DATE(S): July 17, 20, 21, 22, 24	TIMES: 6-9	4	20
DATE(S): July 19, 26	TIMES: 11-3:30 PM	5.5	11
DATE(S): July 27, 28, 29, 30	TIMES: 6-9pm	4	16
DATE(S): July 31, Aug 3, Aug 4	TIMES: 6-9pm	4	12
DATE(S): Aug 2, 9	TIMES: 11-3:30p	5.5	11
DATE(S): Aug 5, 6, 7	TIMES: 6p-9pm	4	12
Aug 10, 11, 12	5-9	5	15
			97

Date 5/27/14

SD
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 4,074.00 Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Auditorium

DATE(S):	Aug 14	TIMES:	5 - 9:30P 5.5
DATE(S):	Aug 15	TIMES:	12 - 9:30P 10.5
DATE(S):	Aug 16	TIMES:	12 - 5p 6
DATE(S):	Aug 21	TIMES:	5p - 9:30P 5.5
DATE(S):	Aug 22	TIMES:	12p - 9:30P 10.5
DATE(S):		TIMES:	38

5/27/24
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 1596.00	$
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

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 mtn laurel Drive CT 06704 TELEPHONE # 2034370325
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES July 6 - 24 ROOM(S) two classrooms Cafe

OPENING TIME 8:30 A CLOSING TIME 4:30 PM PURPOSE theater programming

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 40

SIGNATURE OF APPLICANT [signature] DATE 5/27/26

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Shelby Davis 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 ($5,670.)

RENTAL FEES: $10/HR per Room (3 Rms) ($4,050.)

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: City Youth Theater

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: two classrooms / Cafe - Lunch Breakfast

DATE(S): 7/6 7/7 7/8 7/9 7/10 TIMES: 8:30 AM - 4:30 PM

DATE(S): 7/13 7/14 7/15 7/16 7/17 TIMES: 8:30 AM - 4:30 PM

DATE(S): 7/20 7/21 7/22 7/23 7/24 TIMES: 8:30 AM - 4:30 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5/27/25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ 4,050.- Building Usage Fees

$ 5,670.- Custodial Fees

$ _____ Security Deposit

Total $9,720.-

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 DENEEN FRYER NAME OF ORGANIZATION Hoopsight, Inc

ADDRESS 174 Grand Street (street) Lilby (city) CT (state) 06702 (zip code) TELEPHONE # (203) 232-4578

SCHOOL REQUESTED Johnathan Reed DATES See Attachment ROOM(S) Gym

OPENING TIME 5:00p CLOSING TIME 9:00p PURPOSE Youth Basketball Games

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 30

SIGNATURE OFAPPLICANT Deneen Fryer DATE 4/13/2026

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($7,140.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

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

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

APPLICANT/ORGANIZATION: Hoops4Life, Inc.

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Johnathan Reed School (Gym)

DATE(S):	7/6 7/7 7/8 7/9 7/10 7/13	TIMES:	5:00p - 9p
DATE(S):	7/14 7/15 7/16 7/17 7/20	TIMES:	" "
DATE(S):	7/21 7/22 7/23 7/24 7/27	TIMES:	" "
DATE(S):	7/28 7/29 7/30 7/31	TIMES:	5:00p - 9p
DATE(S):	8/3 8/4 8/5 8/6 8/7 8/10 8/11	TIMES:	" "
DATE(S):	8/12 8/13 8/14 8/17 8/18 8/19 8/20	TIMES:	" "

April 13, 2026
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 7140.	$
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 DENEEN FRYER NAME OF ORGANIZATION Hoopsgirls, Inc.

ADDRESS 174 Grand St Wtby CT 06702 TELEPHONE # (203) 232-4578
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side DATES See Attachment ROOM(S) Gym.

OPENING TIME 5:00p CLOSING TIME 9:00pm PURPOSE Youth Basketball Games

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 30

SIGNATURE OF APPLICANT Deneen Fryer DATE 4/13/2026

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($7,140.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

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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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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: Hoops4Life, Inc

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: West Side Middle School (Gym)

DATE(S):	7/6 7/7 7/8 7/9 7/10 7/13	TIMES:	5:00p - 9pm
DATE(S):	7/14 7/15 7/16 7/17 7/20	TIMES:	5:00p - 9pm
DATE(S):	7/21 7/22 7/23 7/24 7/27	TIMES:	" "
DATE(S):	7/28 7/29 7/30 7/31	TIMES:	" "
DATE(S):	8/3 8/4 8/5 8/6 8/7 8/10 8/11	TIMES:	" "
DATE(S):	8/12 8/13 8/14 8/17 8/18 8/19 8/20	TIMES:	5:00p - 9:00p

April 13, 2026
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 7,140.00	$
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

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 Duval Zimmerman NAME OF ORGANIZATION Be A Baller, Not A Bully

ADDRESS 200 Yale St Waterbury CT 06704 TELEPHONE # 203-519-9473
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 8/3 - 8/7 ROOM(S) Gym, Cafe

OPENING TIME 6a CLOSING TIME 5p PURPOSE Basketball Camp

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN 150

SIGNATURE OF APPLICANT [signature] DATE May 29, 2026

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

[signature] Duval Zimmerman

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. DZ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($2520.)

RENTAL FEES: $10 per hr - Rm/cafe ($50.-)

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE _____YES_____NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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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: Be A Baller NOT A Bully

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Wilby Gym - Cafe

DATE(S): Aug 3 - Aug 7 M-F TIMES: 6AM - 5 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

May 29, 2026
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ 550.- Building Usage Fees

$ 2,520.- Custodial Fees

$ _____ Security Deposit

Total $3070

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

Booth

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 DeVonne Parker NAME OF ORGANIZATION CT Rebound

ADDRESS 146 Midwood Ave (street) Wby (city) CT (state) 06708 (zip code) TELEPHONE # (203)228-3144

SCHOOL REQUESTED Wilby DATES July 27-30 12:30-4pm ROOM(S) Gym + Cafe

OPENING TIME 12:30 CLOSING TIME 4 pm PURPOSE Unified Sports Camp

ADMISSION (if any) free CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 10-50

SIGNATURE OFAPPLICANT DeVonne Parker DATE 5/26/26

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($756.)

RENTAL FEES: $15/HR ($180.)

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.

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

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

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

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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

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

APPLICANT/ORGANIZATION: CT Rebounds

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wilby Gym - Cafe

DATE(S): July 27-30 TIMES: 12:30-4 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5-26-26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ 180.- Building Usage Fees

$ 756.- Custodial Fees

$ _____ Security Deposit

Total $936.-

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

BOK

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 MaCary NAME OF ORGANIZATION EMAA

ADDRESS 38 Peach Orchard Waterbury CT 06706 TELEPHONE # 203-228-1888
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wendell Cross DATES 6/06, ~~6/13~~, 6/16/26 ROOM(S) Cafeteria
6/23/26, 6/30/26

OPENING TIME 5:30 CLOSING TIME 7:00 PURPOSE Registration

ADMISSION (if any) No CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OF APPLICANT Phil MaCary DATE 5/21/2026

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

Phil MaCary 38 Peach Orchard Waterbury, CT 06706 203-228-1888

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:

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

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SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702 CONTRACT#
USE OF BUILDING PERMIT
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APPLICANT SERGIO DIAZ RINCON NAME OF ORGANIZATION CT STARS ACADEMY

ADDRESS 44 JILLSON CIR , WATERBURY CT 06708 TELEPHONE # 929-385-3568
(street) (city) (state) (zip code)

SCHOOL REQUESTED REED SCHOOL DATES 5/11/26 - 9/25/26 ROOM(S) Field - Soccer

OPENING TIME 6PM CLOSING TIME 8PM PURPOSE SOCCER PRACTICE FOR KIDS

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN 40 KIDS

SIGNATURE OFAPPLICANT SDR DATE 5/11/2026

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
MAURO SANANGO 203-470-6512

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. SDR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Fridays

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