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: July 21, 2026

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of RESCHEDULED Workshop/Committee Meetings, Thursday, July 23, 2026, Rotella Magnet School Cafe

The Committees of the Board of Education will meet on Thursday, July 23, 2026, 5:30 p.m., Rotella Magnet School Café, 380 Pierpont Road, 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/LkrJLcEC3H4.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. *Committee of the Whole/5 minutes* ~ Communication regarding utilization of Waterbury Career Academy site – Chief Spagnolo.

2. *Committee of the Whole/3 minutes* ~ Request approval of a Project Authorization Letter for the Roberto Clemente Dual Language School project – R. Gonzalez, Santiago Valencia/WDC.

3. *Committee of the Whole/3 minutes* ~ Request approval of a Project Authorization Letter for the following projects: – R. Gonzalez, Robert Dowd/WDC.
   a) Bucks Hill Elementary School Roof Project
   b) Walsh Elementary School Roof Project
   c) Wilson Elementary School Roof Project

4. *Committee of the Whole/3 minutes* ~ Request approval of a Student Teacher Affiliation Agreement with University of Connecticut – J. Marino.

5. *Committee of the Whole/3 minutes* ~ Request approval of a Nondisclosure Agreement with NCS Pearson, Inc. – J. Frenis.

6. *Committee on Finance/3 minutes* ~ Request approval of First Amendment to the Construction Contract with All-Electric Construction & Communication L.L.C., for design and build rooftop solar photovoltaic systems at five schools – R. Gonzalez, Rob Klee/Klee Sustainability.

7. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Prime Consulting Inc. for on-call engineering services – R. Gonzalez, Ryan Bushka/Engineering.

8. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Facilities Compliance Fire Protection, LLC for fire suppression equipment testing and maintenance – R. Gonzalez.

9. *Committee on Finance/5 minutes:* - D. Biolo
   a) May 2026 monthly expenditure report.
   b) Request approval of a transfer in the fiscal year 2026/2027 Capital Improvement Budget.

10. *Committee on Policy & Legislation/10 minutes* ~ Request approval of the new policy "Use of School Facilities – 1330".

10a. *Committee on Policy & Legislation/5 minutes* ~ Request approval of revised policy "Organization and Methods of Operation – 9010.

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

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

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

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

a. Grant funded appointments:

Name	*Position*	*FT/PT*	*Rate*	*Union*	*Funding*	*Eff.*
Awwad, David	Adult Ed-Certified Health Instructor (evenings) Concurrent Position	PT	$38.00/hr	NON BOE	Adult Education	08/20/26
Pask, Leah	Position Change from District Attendance Coord. to Parent Liaison at Bucks Hill School	FT	$20.97/hr	UPSEU 69	Title I DW 25-27	06/19/26
Plourde, Malerie	Position change from 10mth to 12mth Network Specialist	FT	$23.75/hr	UPSEU 69	InterDis Magnet WAMS 25-26	06/18/26
Rivera, Sonia Damaris	Teacher Apprentice (Next Gen)	FT	$20.00/hr	F/UPSEU 68	Alliance 25-2	08/20/26
Torres, Khrysten	CT Teacher Resident (CT TRP)	FT	$20.00/hr ($2000 stipend summer 2026 and summer 2027)	F/UPSEU 68	Alliance 25-2	07/02/26

b. Rotella Magnet School's Before Care Program appointments:

Administrators	*Teachers*	*Assistants*
Cruess, Carla (sub)	Monroe, Mary	Kodra, Filoreta
Vargas, Melissa (sub)	Parker, Marly	Tytymce, Yllke
Wallace, Dana	Philips, Cheryl (sub)	Wigglesworth, Vanessa (sub)
	Santovasi, Monica (sub)	
Paraprofessional	Stanco, Kate (sub)	
James, Rebecca (sub)	Stasaitis, Heather (sub)	
Monteiro, Greta		

c Miscellaneous appointments:

Last	*First*	*Assignment*
King	Tracy	HS Summer School/Spanish
Kelly	Wendy	School Counselor Summer Curriculum Committee

Alena	Cybart-Persenaire	Summer MS & HS Advisory Committee
Benjola	Sejdaras	Summer MS & HS Advisory Committee
DeAndre	Riddick	Summer MS & HS Advisory Committee
Evette	Zappone	Summer MS & HS Advisory Committee
Heather	Matthews	Summer MS & HS Advisory Committee
Jennifer	Magnavice	Summer MS & HS Advisory Committee
Kara	Poulter	Summer MS & HS Advisory Committee
Kimberly	Kulesza	Summer MS & HS Advisory Committee
Melissa	Geffken	Summer MS & HS Advisory Committee
Michelle	Bell	Summer MS & HS Advisory Committee
Shirelle	McGuire	Summer MS & HS Advisory Committee
Sian	Charles-Harris	Summer MS & HS Advisory Committee
Thomas	Haines	Summer MS & HS Advisory Committee
Dobransky	Christopher	Health & PE Curriculum Committee
Facchini	Alexandra	Health & PE Curriculum Committee
Froese	Justin	Health & PE Curriculum Committee
Gagliardi	Brett	Health & PE Curriculum Committee
Katrenya	Wesley	Health & PE Curriculum Committee
Linskey	Tara	Health & PE Curriculum Committee
Lorenzini	John	Health & PE Curriculum Committee
Murtishi	Shaban	Health & PE Curriculum Committee
Boutote	Ericka	EdRising Curriculum Writing Committee
Byrd	Diana	EdRising Curriculum Writing Committee
Krawiec	Evan	EdRising Curriculum Writing Committee
McDonnell	Cassi	ECHS Summer Instructor/ELA
Munoz	Angela	ECHS Summer Instructor/Science
Purnawsi	Muniram	ECHS Summer Instructor/Math
Bayliss	Michelle	Summer Secondary ELA Curriculum Committee
Carangelo	Casey	Summer Secondary ELA Curriculum Committee
Cybart-Persenaire	Alena	Summer Secondary ELA Curriculum Committee
Franks Blanchard	Lauren	Summer Secondary ELA Curriculum Committee
Gilday	Michael	Summer Secondary ELA Curriculum Committee
Howe	Jamie	Summer Secondary ELA Curriculum Committee
Jones	Michael	Summer Secondary ELA Curriculum Committee
LaBonte	Stephanie	Summer Secondary ELA Curriculum Committee
Lance	Michele	Summer Secondary ELA Curriculum Committee
Riddick	Deandre	Summer Secondary ELA Curriculum Committee
Travasino-Cusack	Tara	Summer Secondary ELA Curriculum Committee
Zappone	Evette	Summer Secondary ELA Curriculum Committee
Baumann	Nicole	Summer Secondary Social Studies Curr. Committee
Bosworth	Stephanie	Summer Secondary Social Studies Curr. Committee
Braun	Brooklyn	Summer Secondary Social Studies Curr. Committee
Casceillo	Jennifer	Summer Secondary Social Studies Curr. Committee
Catricala	Julia	Summer Secondary Social Studies Curr. Committee
Loustaunau	Taylor	Summer Secondary Social Studies Curr. Committee
McCartin	Sarah	Summer Secondary Social Studies Curr. Committee

d. EAS Elementary School Summer School appointments:

Name		*Assignment*	*Location*
Argueta	Marla	Teacher – K	Carrington
Gannon	Danielle	Teacher – K	Gilmartin

e. ESY Summer School appointments:

Teachers:	Doll, Victoria	Manforte, Cara	Stewart Blake, Tammalee (LTS Para Sub)
Social Workers:	Rivera, Luisa		

Paraprofessionals							
Angeletti, Mark	Para 1		Moran, Hailey	Para 1		Rosado, Suhjail	Para 1
Aquino, Litzy	Para 1		Ortiz, Maegen	Para 1		Sands, Tiasha	Para 1

Grier, Rashid	Para 2		Pagan, David	Para 1		Watts, Kairo	Para 1
Markiewichz, Kelly	Para 1		Pimentel, Annmarie	Para 1		Wymes, Timothy	Para 1

f. Resignations:

Name	*Position*	*Effective*
Baez, Clarissa	Bucks Hill/Grade 2	06/26/26
Brown, Timothy	Washington/PE-Health	06/30/26
Christolini, Jessica	Tinker/ Grade 3	06/30/26
Da Cruz, Alice	Wilson/Social Worker	06/30/26
Dessalines, Michael	Bunker Hill/Grade 4	07/13/26
Ferreira, Daniel	WAMS/Vice Principal	07/15/26
Gilmore, Jackie	NEMS/Principal	06/17/26
Hagley, Katlyn	WHS/Special Education	07/31/26
Hargrave, Philip	Bunker Hill/Art	07/09/26
Martin-Villalta, Riley	Rotella/Music	07/13/26
Maloney, Erin	Washington & Sprague/Library Media	07/14/26
Parker, William	Sprague/Music	07/31/26
Power, Stephanie	Wallace/ELA Grade 7	06/30/26
Rivera, Nicole	Rotella/Special Ed	07/14/26
Theriault, Isabella	Rotella/Grade 1	07/09/26
Veronesi, Caterina CSM	CHS/JROTC-Army	07/10/26

g . Retirements:

Name	*Position*	*Effective*
Caruk, Andrew	Wilson/Music	09/30/26
Jasiulevicius, Margaret	Bunker Hill/Special Ed Grade K	06/30/26
Simpson, James	NEMS/House Principal	08/28/26

EXECUTIVE SESSION – discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

ADJOURNMENT

ATTEST: Carrie A. Swain

Carrie A. Swain, Clerk

#1

DEPARTMENT OF POLICE SERVICES
255 EAST MAIN STREET
WATERBURY, CONNECTICUT 06702

Fernando C. Spagnolo, Jr.
Chief of Police

John D. Napiello
Deputy Chief of Police

Michael Ponzillo
Deputy Chief of Police

Robert Davis
Deputy Chief of Police

Board of Education
Waterbury Public Schools
236 Grand Street
Waterbury, Connecticut 06702

Dear Members of the Board of Education,

I am writing on behalf of the Waterbury Police Department to respectfully request permission to utilize the rooftop or highest accessible point of Waterbury Career Academy for the installation of a DedroneBeyond radar unit. This school facility represents the highest elevation point within the city, making it ideally suited for optimal performance of the system.

The DedroneBeyond is an advanced, AI-powered airspace monitoring solution designed to support public safety operations, particularly Drone as First Responder (DFR) programs. It integrates radar, optical sensors, and other detection technologies to provide comprehensive situational awareness of the airspace. This enables our department to safely conduct beyond visual line of sight (BVLOS) drone operations without the need for on-site visual observers, while also enhancing overall detection and tracking capabilities for authorized and unauthorized aerial activity.

The primary benefits of this installation include:
- Improved response times to emergencies through rapid, safe drone deployment.
- Enhanced public safety by monitoring low-altitude airspace across the city.
- Minimal physical footprint, with the unit mounted on an existing structure.
- No anticipated disruption to school operations, as the equipment is non-intrusive and operates remotely.

We propose a professional installation by certified technicians, with all necessary safety and structural assessments completed in advance. The unit will be securely mounted, weatherproofed, and maintained by the Police Department.. Access for maintenance will be coordinated with school officials and limited to non-school hours whenever possible. We are also happy to provide technical specifications, a site plan, and details regarding electromagnetic emissions or any other relevant compliance information.

DEPARTMENT OF POLICE SERVICES
255 EAST MAIN STREET
WATERBURY, CONNECTICUT 06702

Fernando C. Spagnolo, Jr.
Chief of Police

John D. Napiello
Deputy Chief of Police

Michael Ponzillo
Deputy Chief of Police

Robert Davis
Deputy Chief of Police

This partnership would significantly advance our shared goal of ensuring the safety and security of Waterbury residents, including students, faculty, and the broader community. We are committed to full transparency and collaboration throughout the process. We look forward to your positive response and the opportunity to work together on this important public safety initiative. Thank you for your time and for your ongoing commitment to the well-being of our community.

Sincerely,

Fernando C. Spagnolo
Chief of Police
Waterbury Police Department
203-574-6906
FSpagnolo@wtbypd.org

#2

WATERBURY
DEVELOPMENT CORPORATION

Date: July 14, 2026

To: Elizabeth C Brown
President, Board of Education

Members, Board of Education
Members Building and School Facilities

Dr. Darren Schwartz, Superintendent

Mayor Paul K Pernerewski, Jr

From: Santiago Valencia, Project Manager

Subject: Project Authorization Letter for The Roberto Clemente International Dual Language School Project

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

Kindly give favorable consideration by approving the attached Project Authorization Letter to allow WDC to manage and administer the Roberto Clemente International Dual Language School Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014.

This Project consists of the management and administration of the Roberto Clemente International Dual Language School Project. This Project involves the complete renovation and construction of an additional building to the Roberto Clemente International Dual Language School. WDC shall be responsible for the overall management, and administration of all Phases related to this Project. In working collaboratively with the City, WDC shall provide all related services to this Project including, not limited to, general administration, professional and technical services, contract management, funding oversight and coordination, scheduling, contracting with all necessary consultants and contractors to perform the services herein.
At this time, the estimated cost for the design and construction is $37 million funded by Connecticut Department of Administrative Services School Construction Grant Program and City of Waterbury bond funding.

This PAL will be presented at the August 17, 2026, Board of Aldermen meeting.

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

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

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 13, 2026

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

RE: Project Authorization Letter, Roberto Clemente International Dual Language School Project pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury Dated February 12, 2014

Dear Mr. Nardozzi:

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

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

At this time, the estimated cost for the Project is up to $37 Million Dollars. The Project will be funded by a State of Connecticut Department of Administrative Services School Construction Grant Program and City of Waterbury bond funding. All documents and grant agreements related to funding sources are herein incorporated by reference and made a part of this PAL.

WDC shall be compensated through the City's annual contribution to WDC for services herein provided and otherwise in an amount not to exceed that amount allowed by said Federal and/or State and/or other funding sources for services herein provided. If

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additional funds are secured by WDC and/or City for the completion of this Project, WDC shall be compensated in such additional amount not to exceed that amount allowed by said additional funding sources. The City and WDC agree that this PAL may be revised in accordance with the Master Municipal Agreement.

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
Roberto Clemente International Dual Language School Project
Scope of Services

General Overview

This Project consists of the management and administration of the Roberto Clemente International Dual Language School Project. This Project involves the complete renovation and construction of an additional building to the Roberto Clemente International Dual Language School. WDC shall be responsible for the overall management, and administration of all Phases related to this Project. In working collaboratively with the City, WDC shall provide all related services to this Project including, not limited to, general administration, professional and technical services, contract management, funding oversight and coordination, scheduling, contracting with all necessary consultants and contractors to perform the services herein.

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Make presentations to and appear before the Waterbury Board of Aldermen, Waterbury Board of Education and/or other committees or departments, as requested, to provide requested information or to provide status reports, with supporting documentation, which shall include, but is not limited to, budgetary and accounting information, project schedules and updates; and

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

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#3a

WATERBURY
DEVELOPMENT CORPORATION

Date: July 13, 2026

To: Elizabeth C. Brown
President, Board of Education

Members, Board of Education
Members Building and School Facilities

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr

From: Robert Dowd, Project Manager

Subject: Project Authorization Letter for the Bucks Hill Elementary School Roof Replacement Project

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

I am requesting approval of the attached Project Authorization Letter to allow WDC to manage and administer the Bucks Hill Elementary School Roof Replacement Project pursuant to the Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

This Project consists of the management and administration of the Bucks Hill Elementary School Roof Replacement project. The school is located at 330 Bucks Hill Road. The Project involves the architectural design of the roof, as well as an assessment and execution of any needed repairs, and the construction of the new roof. The existing roof is in deteriorated condition and has exceeded its expected lifespan. At this time, the estimated cost for the project is up to $1,071,250.00. The project will be funded by a State of Connecticut Department of Administrative Services School Construction Grant and the Education Department's capital sinking fund.

If approved, this PAL will be presented at the August 17, 2026 Board of Aldermen meeting.

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

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 13, 2026

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

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

Dear Mr. Nardozzi:

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

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

At this time, the estimated cost for the project is up to $1,071,250.00. The project will be funded by a State of CT DAS School Construction Grant and the Education Department's capital sinking fund. All documents and grant agreements related to funding sources are herein incorporated by reference and made a part of this PAL.

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

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WDC shall be compensated in such additional amount not to exceed that amount allowed by said additional funding sources. The City and WDC agree that this PAL may be revised in accordance with the Master Municipal Agreement.

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
Bucks Hill Elementary School Roof Replacement
Scope of Services

General Overview

This Project consists of the management and administration of the roof replacement to Bucks Hill Elementary School located at 330 Bucks Hill Road. This Project involves the architectural design of the roof, including an assessment of the existing roof and associated components (such as, flashing, roof drains, vents, curbing, etc.), execution of any needed repairs, and construction of the new roof. The design will be planned for future solar to be incorporated. The existing roof is in poor/deteriorated condition and has exceeded its expected lifespan. WDC shall be responsible for the overall management, and administration of all Phases related to this Project. In working collaboratively with the City, WDC shall provide all related services to this Project including, not limited to, general administration, professional and technical services, contract management, funding oversight and coordination, scheduling, contracting with all necessary consultants and contractors to perform the services herein.

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Make presentations to and appear before the Waterbury Board of Aldermen, Waterbury Board of Education and/or other committees or departments, as requested, to provide requested information or to provide status reports, with supporting documentation, which shall include, but is not limited to, budgetary and accounting information, project schedules and updates; and

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

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#3b

WATERBURY
DEVELOPMENT CORPORATION

Date: July 15, 2026

To: Elizabeth C. Brown
President, Board of Education

Members, Board of Education
Members Building and School Facilities

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr

From: Robert Dowd, Project Manager

Subject: Project Authorization Letter for the Walsh Elementary School Roof Replacement Project

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

I am requesting approval of the attached Project Authorization Letter to allow WDC to manage and administer the Walsh Elementary School Roof Replacement Project pursuant to the Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

This Project consists of the management and administration of the Walsh Elementary School Roof Replacement project. The school is located at 55 Dikeman Street. The Project involves the architectural design of the roof, as well as an assessment and execution of any needed repairs, and the construction of the new roof. The existing roof is in deteriorated condition and has exceeded its expected lifespan. At this time, the estimated cost for the project is up to $804,250.00. The project will be funded by a State of Connecticut Department of Administrative Services School Construction Grant and the Education Department's capital sinking fund.

If approved, this PAL will be presented at the August 17, 2026 Board of Aldermen meeting.

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

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

PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 10, 2026

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

RE: Project Authorization Letter, Walsh Elementary School Roof Replacement pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014

Dear Mr. Nardozzi:

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

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

At this time, the estimated cost for the project is up to $804,250.00. The project will be funded by a State of CT DAS School Construction Grant and the Education Department's capital sinking fund. All documents and grant agreements related to funding sources are herein incorporated by reference and made a part of this PAL.

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

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WDC shall be compensated in such additional amount not to exceed that amount allowed by said additional funding sources. The City and WDC agree that this PAL may be revised in accordance with the Master Municipal Agreement.

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
Walsh Elementary School Roof Replacement
Scope of Services

General Overview

This Project consists of the management and administration of the roof replacement to Walsh Elementary School located at 55 Dikeman Street. This Project involves the architectural design of the roof, including an assessment of the existing roof and associated components (such as, flashing, roof drains, vents, curbing, etc.), execution of any needed repairs, and construction of the new roof. The design will be planned for future solar to be incorporated. The existing roof is in poor/deteriorated condition and has exceeded its expected lifespan. WDC shall be responsible for the overall management, and administration of all Phases related to this Project. In working collaboratively with the City, WDC shall provide all related services to this Project including, not limited to, general administration, professional and technical services, contract management, funding oversight and coordination, scheduling, contracting with all necessary consultants and contractors to perform the services herein.

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Make presentations to and appear before the Waterbury Board of Aldermen, Waterbury Board of Education and/or other committees or departments, as requested, to provide requested information or to provide status reports, with supporting documentation, which shall include, but is not limited to, budgetary and accounting information, project schedules and updates; and

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

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#3c

WATERBURY
DEVELOPMENT CORPORATION

Date: July 15, 2026

To: Elizabeth C. Brown
President, Board of Education

Members, Board of Education
Members Building and School Facilities

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr

From: Robert Dowd, Project Manager

Subject: Project Authorization Letter for the Wilson Elementary School Roof Replacement Project

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

I am requesting approval of the attached Project Authorization Letter to allow WDC to manage and administer the Wilson Elementary School Roof Replacement Project pursuant to the Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014.

This Project consists of the management and administration of the Wilson Elementary School Roof Replacement project. The school is located at 235 Birch Street. The Project involves the architectural design of the roof, as well as an assessment and execution of any needed repairs, and the construction of the new roof. The existing roof is in deteriorated condition and has exceeded its expected lifespan. At this time, the estimated cost for the project is up to $823,119.00. The project will be funded by a State of Connecticut Department of Administrative Services School Construction Grant and the Education Department's capital sinking fund.

If approved, this PAL will be presented at the August 17, 2026 Board of Aldermen meeting.

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

Tel: (203) 346-2607 • Fax: (203) 346-3910 • 83 Bank Street, 3rd Floor • Waterbury, CT 06702
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PAUL K. PERNEREWSKI JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

July 10, 2026

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

RE: Project Authorization Letter, Wilson Elementary School Roof Replacement pursuant to Master Municipal Agreement between Waterbury Development Corporation and the City of Waterbury dated February 12, 2014

Dear Mr. Nardozzi:

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

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

At this time, the estimated cost for the project is up to $823,119.00. The project will be funded by a State of CT DAS School Construction Grant and the Education Department's capital sinking fund. All documents and grant agreements related to funding sources are herein incorporated by reference and made a part of this PAL.

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

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WDC shall be compensated in such additional amount not to exceed that amount allowed by said additional funding sources. The City and WDC agree that this PAL may be revised in accordance with the Master Municipal Agreement.

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

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

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

Very truly yours,

Paul K. Pernerewski Jr.
Mayor, City of Waterbury

Accepted and agreed this _____ day of _____, 2026.

WATERBURY DEVELOPMENT CORPORATION

By: _____
James Nardozzi
Executive Director

EXHIBIT A
Wilson Elementary School Roof Replacement
Scope of Services

General Overview

This Project consists of the management and administration of the roof replacement to Woodrow Wilson Elementary School located at 235 Birch Street. This Project involves the architectural design of the roof, including an assessment of the existing roof and associated components (such as, flashing, roof drains, vents, curbing, etc.), execution of any needed repairs, and construction of the new roof. The design will be planned for future solar to be incorporated. The existing roof is in poor/deteriorated condition and has exceeded its expected lifespan. WDC shall be responsible for the overall management, and administration of all Phases related to this Project. In working collaboratively with the City, WDC shall provide all related services to this Project including, not limited to, general administration, professional and technical services, contract management, funding oversight and coordination, scheduling, contracting with all necessary consultants and contractors to perform the services herein.

WDC shall (as applicable to this Project):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Make presentations to and appear before the Waterbury Board of Aldermen, Waterbury Board of Education and/or other committees or departments, as requested, to provide requested information or to provide status reports, with supporting documentation, which shall include, but is not limited to, budgetary and accounting information, project schedules and updates; and

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

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WATERBURY
PUBLIC SCHOOLS

#4

Jennifer Orso-Marino
Director of Human Capital & Talent Management
(203) 597-3446
jorso-marino@waterbury.k12.ct.us

Date: July 17, 2026

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

Re: **Approval Request of Contract** for Student Teaching Affiliation Agreement between the City of Waterbury and the University of Connecticut.

Dear Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract in the amount of $0 between the City of Waterbury and University of Connecticut. The term of this Agreement shall commence on July 1, 2026 and terminate on June 30, 2029, or the last scheduled school date, whichever occurs first with the option to be renewed for one (1) three (3) year successive term.

The City shall host no more than five (5) Student Teachers enrolled in the University's Graduate Program and/or Integrated Bachelor's/Master's (IB/M) Teacher Education Programs or Masters in Education Program per each of the University's semesters. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement.

The University shall pay a Four Hundred and Fifty Dollar ($450.00) stipend directly to the Cooperating Teacher(s) for each session of the Program. If there is a co-teacher, the stipend will be split in half between the two co-teachers. Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers and visit each Hosting School twice per semester. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check.

Accordingly, attached for your review and consideration is the proposed contract. Lastly, please be advised that the Human Resources/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Jennifer Orso-Marino
Director of Human Capital & Talent Management
236 Grand St., Room 309
(203) 597-3446

STUDENT TEACHER AFFILIATION AGREEMENT
for
Student Teaching Opportunities
between
The City of Waterbury, Connecticut
And
University of Connecticut

THIS STUDENT TEACHER AFFFILIATION AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut and the University of Connecticut ("UConn" or "University"), a constituent unit of the State of Connecticut System of Higher Education having a location in Storrs, Connecticut with its Teacher Certification Program for College Graduates located at UConn Neag School of Education at 249 Glenbrook Road, Unit 3064, Storrs, Connecticut 06269-3064 (jointly referred to as the "Parties" to this Agreement).

WHEREAS, UConn is a State University and maintains a School of Education; and

WHEREAS, the University seeks to establish Student Teaching Opportunities with the City as part of its teacher preparation program (hereinafter the "Student Teaching Program" or "Program") to provide practical training of students enrolled in its Neag School of Education's Teacher Certification Program for College Graduates; and

WHEREAS, the City seeks to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City's school system, and

WHEREAS, the University is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Term. The term of this Agreement shall commence on the date of mayoral execution ("Effective Date"), and terminate on June 30, 2029, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

1.1. **Option**. This Agreement may be renewed for one (1) three (3) year term by the mutual written agreement of the parties.

2. Compensation. Neither the University nor the City shall be responsible to compensate the other party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand the City is not responsible to compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching

Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.

3. Responsibilities of the University.

The University shall:

3.1. Through its designated representative, or designee, the University's Neag School of Education, no later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 13 of this Agreement) of the number of Student Teachers available to be hosted by the City. The City shall host no more than five (5) Student Teachers per each of the University's semesters.

3.1.1. The University shall provide the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Teacher Certification Program for College Graduates.

3.2. The University shall approve for participation in the Student Teaching Program only those qualified Graduate students enrolled in the Neag Teacher Certification Program for College Graduates who (i) have received a baccalaureate degree and (ii) satisfy all University requirements for participation in the Program.

3.3. Prior to placement of a Student Teacher within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for each prospective Student Teacher to be interviewed by the Hosting School Principal, AssistantPrincipal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or another designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only University students who have been interviewed and accepted by the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School.

3.4. The University shall designate a University Supervisor (the "University Supervisor") to facilitate observations of the Student Teacher and liaise between the cooperating teacher and Neag Teacher Certification Program for College Graduates administrative team. Student Teachers will be assigned to each Hosting School in consultation with Neag School administration. The University Supervisor shall visit each Hosting School no less than four times during the Student Teaching semester for formal observations of the Student Teacher and any scheduled collaborative meetings between the Hosting School's Cooperating Teacher, Student Teacher, and the University Supervisor and as requested by the City. The University Supervisor shall work in collaboration with the Hosting School's Cooperating Teacher and the Student Teacher to conduct a Neag School-developed evaluation at the midsemester for formative development of the Student Teacher and at the end of the semester to determine a final grade for Student Teaching. The

University Supervisor may consult with school personnel regarding the performance and evaluation of the Student Teachers.

3.5. The University will advise its Student Teachers to follow the University's Neag School of Education Teacher Certification Program for College Graduates Student Teacher Handbook and policies during the Student Teachers' involvement in the Program including the Neag School Code of Conduct and the Teacher Certification Program for College Graduates Continuation Policy. A copy of any applicable Handbook or materials shall be provided to the City prior to commencement of this Agreement.

3.6. The University will require its Student Teachers to comply with all applicable rules and regulations of the City. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.8. The University shall advise its Student Teachers to report to their designated Hosting School as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The University Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as provide any information and forms to be completed by the Cooperating Teacher, or the City as may be necessary to enable the City to host the Student Teacher, including any applicable Student Teacher Handbook, Cooperating Teacher Handbook, or Supervisor Handbook.

3.12. Cooperating Teacher Stipend. The University shall pay a Four Hundred and Fifty Dollar ($450.00) stipend directly to the Cooperating Teacher(s) for the student teaching semester of the Program. If there is a co-teacher, the stipend will be split in half between the two co-teachers.

3.13.Criminal Background Check and DCF Registry Check

3.13.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person

has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher 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. In the event a Student Teacher is found to have a criminal conviction or pending criminal charges, the University shall disclose such information to the City to the extent permitted by law and shall consult with the City regarding the proposed placement. The City shall determine whether such conviction or pending criminal charges disqualifies the individual from placement within the City's schools. The University shall not place any Student Teacher whom the City determines is ineligible for placement pursuant to this section.

3.13.2. In the event that a Student Teacher is found to have been convicted of a crime or pending criminal charges, the University shall confer with the City to determine.

3.13.3. The University shall advise each proposed Student Teacher that they shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule A requesting and authorizing the RESC to release the results of the Student' Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that they will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

3.13.4. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing their Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Teacher Certification Program for College Graduates Director, or designee, of such termination.

3.13.5. If any changes in the law or regulations with respect to the provisions of this Section 3.13 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any

changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

3.14. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:

3.14.1. Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

3.14.2. In addition to the execution of any forms attached to this Agreement, each Student Teacher shall also execute any and all documents required by the City's Board of Education (the "Board") and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies.

3.14.3. Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.

3.14.4. Each Student Teacher shall comply with all applicable rules and regulations of the City.

3.14.5. Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.

3.14.6. Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.

3.15. The University shall require the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws, regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.

3.15.1. Student Education Records. The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of 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). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student

Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

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

3.15.3. The Board shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher 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 University or the Student Teacher. 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 University or the Student Teacher 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 University and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.15.4. The University and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.15.5. 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 University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher 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 University or the Student Teacher, and correct any erroneous information therein.

3.15.6. The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.

3.15.7. The University and the Student Teacher 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:

3.15.8. Upon discovery by the University or the Student Teacher of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.15.9. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term.

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

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

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

3.15.13. If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentially, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Teacher Certification Program for College Graduates and who have received a baccalaureate degree and are qualified to act as Student

Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host up to five (5) students per semester.

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.

4.3. The City will notify the University's Teacher Certification Program for College Graduates staff and/or Director, or its designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connecting with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. Cooperating Teacher and Cooperating Teacher Qualifications. The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. Qualifications. The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification in the student's designated content certification area.

4.6. The City Education Department's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury Public School system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. This section intentionally left blank.

6. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

6.1 Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade

secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

7. Use of City Property. The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

8. Insurance.

During the term of this Agreement, the University shall maintain commercial general liability insurance, umbrella/excess liability insurance covering the University and each Student for his or her acts or omissions while participating in field experience at the City. This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. A certificate of insurance will be provided to the City upon request.

8.4 The University shall offer health insurance to the student to be considered as a potential Student Teacher, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Teacher program. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Teacher for review by the City.

8.5 Student Teachers participating in the Student Teacher Program are covered by the provisions of Connecticut General Statutes § 10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious.

9. This section intentionally left blank.

10. Termination.

10.1 Termination. Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

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

10.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

10.3.1 Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined in accordance with applicable Connecticut law.

11. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of an independent contractor. The University, and 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.

12. Accommodations for Persons with Disabilities. In the event that a Student Teacher requests accommodation for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodation should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

13. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: University of Connecticut

Attn: Dean of Neag School of Education
249 Glenbrook Road
Storrs, Connecticut 06269-3064

To the City: City of Waterbury
c/o Department of Education
Human Capital Department
236 Grand Street
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street
Waterbury, Connecticut 06702

14. Contract Assignment. No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

15. Claims against the State. The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings

16. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

17. Executive Orders.

17.1. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it.

17.2. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-

SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

18. Discriminatory Practices Prohibited. In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to Teacher Certification Program for College Graduates , terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's 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 of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, 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.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with 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.

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

19. This section intentionally left blank.

20. This section intentionally left blank.

21. 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 delays of

their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

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

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

21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

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

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

21. Prohibited Activities. The parties shall comply with C.G. S. §1-84 and any amendment thereof as if fully set forth herein.

22. **Governing Law.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

23. **Prohibition against Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

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

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

26. Entire Agreement. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

[Signature Page follows.]

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

WITNESS:

_____
Signature

_____
Print Name

CITY OF WATERBURY

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

Date: _____

WITNESS:

_____
Signature

_____
Print name

UNIVERSITY OF CONNECTICUT

By: _____
Signature

_____
Print Name and Title

Date: _____

SCHEDULE A

WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in Student Teacher Program that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Program with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the University of Connecticut (UConn), NEAG School of Education in its Graduate Program participating in a Student Teacher Program in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

[Signature page follows]

Dated at Waterbury, Connecticut this ____ day of ____, 202__.

WITNESSES:

_____ _____

Print Name: Print name:

_____

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 202__

County of New Haven:

On this _____ day of _____, 202__, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Commissioner of Superior Court

Notary Public

My Commission Expires:

SCHEDULE B

AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS

I, the undersigned, _____, a graduate student in UConn's Teacher Certification Program for College Graduates at the Neag School of Education, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

_____
[Printed Name of Student Teacher]

Dated: _____

#5

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: July 14, 2026

Re: Board of Education Approval Request / NCS Pearson Non-Disclosure Agreement - Executive Summary

The Academic Office/Education Department respectfully requests your approval of the above-referenced Non-Disclosure Agreement to establish a partnership with NCS Pearson. This agreement ensures the vendor has protections regarding their assessments and procedures manual. This is the first step to have Waterbury Career Academy become an authorized Pearson VUE Test Center and will enable WCA students to complete CompTIA tests on-campus.

The agreement, which is attached for your review and consideration, is effective on the date signed by the Mayor and remains valid until any changes are needed to be made. There are no costs associated with this agreement.

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment Cc: Carole Sullivan
File: CRT24-333

NONDISCLOSURE AGREEMENT

This nondisclosure agreement ("**NDA**") is entered into between NCS Pearson, Inc. ("**Discloser**") and City of Waterbury ("**Recipient**"), as of the date of the Recipient's signature below (the "**Effective Date**").

1. **Purpose**. Review Pearson VUE Authorized Test Center Guides (the "**Purpose**").

2. "**Information**" (a) means information disclosed whether before, on, or after the Effective Date, by the Discloser and/or its Representatives to the Recipient and/or its Representatives in connection with the Purpose, including, but not limited to, non-public or proprietary information and any trade secrets;; and (b) excludes any information that (i) is or becomes public, through no fault of the Recipient or its Representatives; (ii) was rightfully acquired by or already known to the Recipient or its Representatives without an existing confidentiality obligation; or (iii) is independently developed by the Recipient or its Representatives without use of the Information; or (iv) is deemed a public record pursuant to Connecticut General Statute § 1-200 et seq and subject to all terms and provisions of the Connecticut Freedom of Information Act.

3. **Non-use and Nondisclosure**. The Recipient will only use the Discloser's Information for the Purpose. The Recipient will not disclose the Information to third parties, other than disclosure to its affiliates and its or their respective employees, agents, auditors, contractors, officers and directors, and advisors ("**Representatives**") solely as is necessary for the Purpose. The Recipient may disclose the Information if required by law, provided that it (i) gives the Discloser prompt advance written notice (to the extent permitted by law); and (ii) assists (at the Discloser's sole costs and expenses) the Discloser in obtaining an order to maintain confidentiality. The Recipient shall not reverse engineer, disassemble, or decompile any prototypes, software, samples or other tangible objects that embody the Information and that are provided to the Recipient and/or its Representatives in accordance with this NDA. Without the other party's written consent, one party shall not use any of the disclosed Information for the Purpose, to train, retrain, improve, fine-tune, modify, refine or otherwise develop any artificial intelligence, machine learning device, large language model, neural network, or similar technology ("AI"), either under the possession, custody, or control of the party or otherwise made available by a third party subject to similar Confidentiality Obligations.

4. **Maintenance of Confidentiality**. The Recipient shall protect and safeguard the confidentiality of the Information. The Recipient is liable for any violation or breach of this Agreement by its Representatives. The Recipient shall promptly notify the Discloser of any actual or suspected unauthorized use or disclosure of the Discloser's Information of which it becomes aware.

5. **No Obligation or Relationship**. Nothing in this NDA will obligate the Discloser to proceed with any transaction with the Recipient or contemplated by this NDA. This Agreement shall not be construed as a joint venture, agency, partnership or other arrangement and is solely for the purpose of protecting Information.

6. **No Warranty**. All Information is provided "as is." The Discloser does not make any warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of its Information, or with respect to non-infringement or other violation of any intellectual property rights of a third party or of the Recipient.

7. **Return and Destruction of Materials**. Upon the Discloser's written request, all Information, including but not limited to, documents and other tangible objects referring to or generated from the Information shall be, at the Recipient's discretion, either returned to the Discloser or destroyed. Notwithstanding the foregoing, the Recipient may retain any such materials to comply with any applicable law, rule, regulation or order, and/or to any internal record retention policy (including electronic back-up rules). Any Information that is not returned or destroyed shall remain subject to the provisions of this NDA and shall survive any expiration or termination set out in this NDA. Information generated at least in part by AI shall be treated as disclosed by both parties, and either party may request the other delete such information according to this paragraph.

8. **No License or Transfer**. Nothing in this NDA is intended to transfer or grant any rights to the Recipient or its Representatives in or to the Information, including without limitation, under any patent, copyright, proprietary information, or any other intellectual property right of the Discloser and its Representatives.

9. **Term**. Except with respect to Information retained pursuant to clause 7, the term of this NDA shall start on the Effective Date and expire on second (2nd) anniversary of such date.

10. **Remedies**. The Recipient acknowledges that any violation or threatened violation of this NDA may cause irreparable injury to the Discloser, entitling the Discloser to seek injunctive relief.

11. **Miscellaneous**. This NDA will bind the Recipient and inure to the benefit of the Discloser and its successors and assigns, but it may not be assigned or transferred by the Recipient without the Discloser's prior written consent. This NDA will be governed by the laws of the State of Connecticut, without reference to conflict of laws principles and the Courts of the State of Connecticut have exclusive jurisdiction. A person who is not a party to this NDA shall have no right to enforce any of its terms. This document contains the entire agreement between the parties with respect to the subject matter of this NDA and supersedes all prior written and oral agreements between the parties regarding such subject matter. The Recipient will not have any right, express or implied by law, with respect to trade secret or proprietary information of the Discloser. Any failure to enforce any provision of this NDA will not constitute a waiver of that provision or of any other provision. This NDA may not be amended, nor any obligation waived, except by a writing signed by both parties. This NDA may be (i) executed in one or more counterparts, each of which shall be deemed an original, and together constitute one instrument, and (ii) accepted in electronic form (e.g., by scanned copy of the signed document, email and/or with an electronic or digital signature or other means of demonstrating assent, including but not limited to click-to-accept or clickwrap) which shall be considered valid signatures as of the Effective Date and Recipient's acceptance will be deemed binding on the Recipient.

ACKNOWLEDGED AND AGREED

Discloser:	**Recipient:**
NCS Pearson, Inc.	**City of Waterbury**
Signature: Ryan Ulwelling (Jul 2, 2026 12:12:30 CDT)	Signature:
Name: Ryan Ulwelling	Name:
Title: VP Channel Sales - PearsonVUE	Title:
Date: 07/02/2026	Date:
Address: 5601 Green Valley Drive, Bloomington, MN 55437	Address: 235 Grand Street, Waterbury, Connecticut 06702, United States

#6

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: July 2, 2026

To: Elizabeth C. Brown
President, Board of Education

Members, Board of Education

Dr. Darren Schwartz, Superintendent

Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance, City of Waterbury MJL

Subject: First Amendment to Construction Contract for Design and Build Rooftop Solar Photovoltaic Systems at Five Schools between the City and All-Electric Construction & Communication, LLC

Dear Honorable Members of the Board of Education,

Kindly give favorable consideration by approving the attached First Amendment to the Construction Contract between the City of Waterbury and All-Electric Construction & Communication, LLC ("All-Electric").

In the time since the January 20, 2026 execution of the Construction Contract, All-Electric has completed the final designs for the five rooftop solar projects at B.W. Tinker Elementary School, M.M. Generali Elementary School, Sprague Elementary School, Wendell L. Cross Elementary School, and West Side Middle School (the "Projects"); conducted structural analysis of each school roof; and submitted electric interconnection applications to Eversource for each of the five Projects. In Eversource's contingent approval of the interconnection application for West Side Middle School, Eversource required the City to upgrade the electric system at West Side Middle School as a necessary condition for interconnecting the West Side Middle School solar Project to the local Eversource distribution grid. Specifically, Eversource required the City to: (1) remove the existing Eversource transformer and concrete vault; (2) install a new concrete vault for a new larger transformer at the site; (3) install wiring to and from the new transformer; (4) install bollards as needed; (5) install a new grounding grid; and (6) relocate two existing electric meters in the interior electrical room to the exterior wall of the West Side Middle School.

All-Electric has submitted a Change Order request under the Construction Contract, which will address all the electric system upgrades at West Side Middle School that Eversource has required to interconnect this solar project to the electric distribution grid. While the City, the Waterbury Development Corporation, the City's clean energy consultants, and All-Electric are still in the process of finalizing allowable costs and exploring potential cost efficiencies for these electric system upgrades, the City estimates that the total cost of the Change Order will be less than $200,000.00. Based on the CT Department of Administrative Services

Office of Grant Administration reimbursement rate for this Project of 78.93%, the net cost to the City from these required electric system upgrades would be less than $42,140.00.

The First Amendment effectuates this Change Order by (1) increasing the original Owner's Controlled Contingency Allowance ("OCCA") in the Construction Contract from $78,685.58 to $278,685.58 to address the electric system upgrades required by Eversource; and (2) increasing the total contract value from $2,450,000.00 to $2,650,000.00.

Time is of the essence to complete these required local electric system upgrades because the installation of the new transformer and electric meters requires a shutdown of power to West Side Middle School. This shutdown would ideally happen during July or early August, before the start of school.

Attached please find the First Amendment to the Construction Contract between the City of Waterbury and All-Electric along with all relevant materials.

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

THIS FIRST AMENDMENT ("Amendment No. 1"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and All-Electric Construction & Communication, L.L.C., (the "Contractor" or "All-Electric"), located at 180 Wampus Lane, Milford, Connecticut 06460, a State of Connecticut duly registered Domestic Corporation (the City and the Contractor jointly referred to as the "Parties").

WHEREAS, the Parties hereto entered into a Construction Contract for Design and Build Rooftop Solar Photovoltaic Systems at Five Schools on January 20, 2026 (the "Agreement") under RFP Number 8595; and

WHEREAS, all capitalized terms used, but not otherwise defined, herein shall have the meanings set forth in the Agreement; and

WHEREAS, Section 23 of the Agreement provides that any amendment to the Agreement 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; and

WHEREAS, the Parties agree that an increase in the Owner Controlled Contingency Allowance is necessary to upgrade the electric system at West Side Middle School, as required by Eversource to interconnect the rooftop solar photovoltaic system to the Eversource distribution grid; and

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

WHEREAS, in accordance with said Agreement, the parties agree to amend the Agreement to increase the Owner Controlled Contingency Allowance.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT TO AMEND THE AGREEMENT AS FOLLOWS:

1. Amend Section 6.1 by removing said paragraph 6.1 and replacing it with the following:

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO MILLION, SIX-HUNDRED AND FIFTY THOUSAND DOLLARS ($2,650,000.00)** (hereinafter referred to as "Total Compensation") with the basis for payment being Contractor's "Attachment E – Price Proposal, dated November 13, 2025," of TWO MILLION, THREE HUNDRED AND SEVENTY ONE THOUSAND, THREE HUNDRED AND FOURTEEN DOLLARS, AND FORTY TWO CENTS ($2,371,314.42), set forth in **Attachment A**, and the Owner Controlled Contingency Allowance in the amount of TWO HUNDRED AND SEVENTY EIGHT THOUSAND, SIX HUNDRED AND EIGHTY FIVE DOLLARS, AND FIFTY EIGHT CENTS ($278,685.58), as detailed in this Section 6.1. To allocate a portion of the Owner Controlled Contingency Allowance to a portion of the Project for any purpose, the Contractor and City must follow the Change Order procedure described in Section 27 of this Agreement. To the extent that any portion of the Owner Controlled Contingency Allowance remains unallocated on the date of Final Completion of the Project, as defined in Section 35.8, and after the issuance of Final Payment to the Contractor for the Project, as described in Section 6.9, the remaining, unused portion of the Owner Controlled Contingency Allowance shall be the City's.

2. Amend Section 6.1.7 by removing said paragraph 6.1.7 and replacing it with the following:

6.1.7 Owner Controlled Contingency Allowance $278,685.58

3. Amend Section 6.1.8 by removing said paragraph 6.1.8 and replacing it with the following:

6.1.8 Total Compensation $2,650,000.00

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

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date:_____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

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

By:_____
Patrick Lewis
President

Date:_____

#7

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Salvatore D. Porzio, Project Manager, Engineering Department

Date: July 16, 2026

Re: **Approval Request / Executive Summary** – Professional Services Agreement [RFQ No. 8132] for Engineering On-Call Services 2025 Through 2027 between The City of Waterbury, Connecticut and Prime Consulting Inc.

The Engineering Department, in conjunction with the Public Works Department and Education Department, respectfully request your approval of the above-referenced agreement for On-Call Professional Services between the City of Waterbury and Prime Consulting Inc. (the "Consultant").

As you may be aware, under RFQ No. 8132, the City solicited for various Engineering On-Call Services and the Section Committee, consisting of me, as Chairmen; Roy E. Cavanaugh, City Engineer; Denis Cuevas, Jacobs Business Manager, and Maureen McCauley, Assistant Director of Purchasing, selected the Consultant to provided various services, by discipline, to the City. (FYI: Please see Section 1.3 of the attached agreement for the specific services the Consultant has been deemed qualified to perform.)

And please be advised that this agreement is for services such as construction administration and resident engineer inspection services, rather than for engineering/design services (which, generally, are the services to be provided under the initial round of on-call agreements approved by your Board earlier this year).

All services requested under this agreement will be authorized through Task Orders and Purchase Orders following the rates and fees set forth in the Consultant's Cost Information Schedule Packet, which has been incorporated into the agreement as part of Attachment A (see attached agreement). Each Task Order will set out, on a project by process basis, the desired scope of work, monetary terms and time of performance for such work, plus all other pertinent project specific information.

The term of the agreement will run from the date of execution by the Mayor through December 31, 2027, and as an On-Call Agreement, there is no cost to the City associated with entering into

the agreement. Costs will be as identified in any issued Task Orders and Purchase Orders in accordance with the On-Call Agreement.

Accordingly, attached please find for your review and consideration copies of the proposed Agreement (with all Attachment A documents to date).

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

Thank you.

SDP/sdp
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
Selection Committee Members, via email, w/o attachment.
David B. Simpson, Director of Public Works, via email, w/o attachment.
Carrie Swain, Clerk, Board of Education, via email, with attachment.
File C268

PROFESSIONAL SERVICES AGREEMENT
RFQ No. 8132
for
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
between
The City of Waterbury, Connecticut
and
Prime Consulting Inc NE

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and Prime Consulting Inc NE, located at 6 Taunton Ave #1042, Norton, MA 02766, a State of Connecticut duly registered foreign (RI) corporation with a place of business at 430 New Park Ave Ste 102, West Hartford, CT 06110 (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFQ No. 8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFQ No. 8132**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** pertaining to services for which the Consultant has been deemed qualified by the City's Purchasing Director ("Qualified Engineering Services") as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached

hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 28, 2024 and consisting of 47 pages (incorporated by reference), and the Consultant's completed 7 page ATTACHMENT D – DISCIPLINE LIST and 6 page ATTACHMENT E – COST INFORMATION SCHEDULE (13 page "Cost Information Schedule Packet") and January 8, 2025 e-mail from Kevin McCaffery consisting of 1 page (all attached hereto);

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

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

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

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

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

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

1.2.2 Contract Amendment(s) and Change Orders

1.2.3 Contract

1.2.4 Consultant's response to the City's **RFQ No. 8132**, dated October 28, 2024 and consisting of 47 pages, and Consultant's Cost Information Schedule, consisting of 13 pages

1.2.5 RFQ Addenda

1.2.6 RFQ Documents not included in 1.2.1-1.2.5

1.3 Task Order Development. The parties hereto agree that the City, through its Using Agency (i.e., City Department or Waterbury Development Corporation), may request from the Consultant at any time during the term of this Agreement a proposal to perform services pertaining to **Qualified Engineering Services** that shall be completed within the Contract Time of this Agreement and as further provided in the applicable Task Order(s) and agreed to by the Consultant. The Consultant's **Qualified Engineering Services** are:

- Construction Administration
- Construction or Resident Engineering Inspection Services

The Consultant shall prepare for the Using Agency's review, comment and approval a Task Order that:

1.3.1 assigns a Task Order number;
1.3.2 provides a general description of the Task Order project;
1.3.3 provides the time by which all work under the Task Order shall be completed;
1.3.4 proposes a not to exceed cost to perform all work under the Task Order with compensation being based upon the hourly rates provided in the Consultant's response to the City's **RFP No. 8132** and paid on a time and materials basis;
1.3.5 provides a spreadsheet of the Consultant's proposed level of effort for the Task Order work that includes staff positions and man-hours budgeted for each subtask within the Task Order;
1.3.6 addresses any comments provided by the Using Agency;

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

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

1.5.1 The Using Agency shall process a requisition with the City's Finance Department for each specific Task Order;
1.5.2 The Using Agency shall not issue a Notice to Proceed with the Task Order work to the Consultant until and unless the City issues a Purchase Order for such work; and
1.5.3 The Consultant shall provide invoices to the Using Agency on a monthly basis for services rendered under each Task Order during the period in question and

shall include therewith a narrative detailing the services rendered during the period in question and any further information requested by the Using Agency.

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

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

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

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

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately correct any

dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and 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 Consultant.

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

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

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

3.7. Due Diligence Obligation. The Consultant acknowledges its responsibilities to

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. Unless the applicable Task Order(s) provide otherwise, the Consultant shall deliver (at a minimum) weekly written Task Order updates

in a form and with detail acceptable to the Using Agency and shall deliver monthly written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Consultant representative acceptable to the City's Using Agency.

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

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

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

under this Contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract by **December 31, 2027** and in accordance with all Project Phase Completion Dates, Project Milestones, and Substantial and Final Completion Dates identified in fully executed Task Orders under this Contract ("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.

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

6.1. Fee Schedule. The fee payable to the Consultant shall be in accordance with the Consultant's response to **RFQ No. 8132**, dated October 28, 2024, Consultant's Cost Information Schedule Packet and all applicable fully executed Task Orders and Purchase Orders.

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

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

and personal tax obligations to the City.

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

6.4. Response Costs. All costs of the Consultant in preparing its Response to **RFQ No. 8132** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

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

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

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

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

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

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall

indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

$1,000,000.00 Each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

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

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

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

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

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

9.4.4 Excess/Umbrella Liability Insurance:

$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances

9.4.5 Professional Liability/E&O Insurance:

$1,000,000.00 Each Wrongful Act
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

Additionally, for services that may involve Contaminated and/or Hazardous Substances, the Consultant shall provide the following:

9.4.6 Contractor's Pollution Liability Insurance

$1,000,000.00 Each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous materials, including Asbestos & Lead

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

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

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

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

extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

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

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

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

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

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

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

notice of termination to the Consultant.

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

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

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

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

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

Upon cessation of work for reason of force majeure delays, Consultant shall use its best efforts to

meet the schedule set forth in Section 5 of this Contract.

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

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

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

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

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

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

having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Consultant.

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8132** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 8132.**

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

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

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

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

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

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

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

Consultant: Prime Consulting Inc NE
6 Taunton Ave #1042
Norton, MA 02766

With a copy to: Prime Consulting Inc NE
430 New Park Ave Ste 102

Hi Sal –

Pending any comments you may have, attached is the Final M&J On-Call Engineering PSA.

Let me know if you have any comments.

Thanks!

Lynn

West Hartford, CT 06110

City: City of Waterbury
c/o _____
Waterbury, CT 0670_

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be

made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge

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

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

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

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

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

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

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

subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(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:

Prime Consulting Inc NE

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

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

1.1.1 The City's **RFQ No**. **8132** for **ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027** (incorporated by reference);

1.1.2 **Addenda #1** to the City's **RFQ No. 8132**, dated October 23, 2024 and consisting of 8 pages (attached hereto);

1.1.3 The Consultant's Qualifications submitted in response to the City's **RFQ No. 8132**, dated October 28, 2024 and consisting of 47 pages (incorporated by reference), and the Consultant's completed 7 page ATTACHMENT D – DISCIPLINE LIST and 6 page ATTACHMENT E – COST INFORMATION SCHEDULE (13 page "Cost Information Schedule Packet") and January 8, 2025 e-mail from Kevin McCaffery consisting of 1 page (all attached hereto);

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

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

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

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

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

October 23, 2024

RFQ 8132 Engineering On Call Services 2025-2027

Please Be Advised:

1. All Respondents are hereby notified that this Addendum No. 1 shall be part of the Contract Documents for the above referenced **RFQ #8132**.
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 Respondent 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 Respondent to disqualification.

The RFQ Documents are hereby amended as follows:

Amendments to RFQ Documents:

1) Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status) – Delete Page 1 of 7 of Attachment D and replace with the attached "Attachment D, Page 1 of 7, Rev. - Addendum #1 – 10/23/2024."

2) Attachment E (Cost Information Schedule). Delete Page 1 of 6 of Attachment E and replace with the attached "Attachment E, Page 1 of 6, Rev. - Addendum #1 – 10/23/2024."

*3) RFQ Subsection 2, Insurance Requirements, of Section B, Qualifications is deleted in its entirety and replaced by the one (1) page document attached hereto, entitled "***REQUEST FOR QUALIFICATIONS (RFQ # 8132) BY THE CITY OF WATERBURY FOR ENGINEERING ON-CALL SERVICES 2025 THROUGH 2027 Insurance Requirements."**
Note: At time of contracting, the language in said attachment will be incorporated into the final Master Contracts.

4) Regarding information to be provided pursuant to RFQ Section H, Submittal Requirements & Required Format, any requests therein for information that is also required by SF330 need not be submitted, provided it is included in completed SF330 form.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE: (203) 574-6749 • FAX: (203) 597-3437

Clarifications:

Notwithstanding statements to the contrary in the RFQ, one original (clearly identified as such) seven (7) paper copies of your firm's Response to RFQ are required. Qualifications submitted in response to this RFQ must include a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal Form SF330, experience of the firms, and resumes of key personnel as well as all other requested information / documentation, including Attachment D (Discipline List, BFO Information and MBE, DBE, WBE, SBE Status).

One original hard copy of Attachment E (Cost Information Schedule) shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Additionally, submit a portable memory device (flash drive) containing: a) Firm's Response to the RFQ (as one PDF) and b) a PDF of Firm's Attachment E (Cost Information Schedule).

Please refer to the questions and answers below.

Question: My company is very interested in participating as a Sub-Consultant. Where can I get the list of companies participating in this proposal?
Answer: No list exists, and thus, cannot be provided.

Question: Can the City clarify the scopes needed for Master Planning?
Answer:

1. Engage Stakeholders: Involve the community or relevant stakeholders to gather input and ensure their needs and aspirations are considered in the planning process. Experience in community outreach techniques and conducting successful Public Information Meetings and hearings.
2. Gather and Analyze Data: Collect data on current conditions, trends, and future projections. This could include demographic information, economic data, and environmental assessments.
3. Identify Goals and Objectives: Clearly define what City wants to achieve. This could be improving infrastructure, enhancing community services, neighborhood redevelopment or setting milestones. Planning can be for facilities, parks, sanitation, health initiatives, public buildings, transportation design, needs assessments, plans of conservation and development, etc…
4. Develop Strategies: Outline the steps needed to achieve City goals. This might include specific projects or phases, policy changes, or new initiatives.
5. Create an Implementation Plan: Detail how the strategies will be put into action, including timelines, responsible parties, and required resources.
6. Funding: Identify and assist or apply for funding using existing programs available.

7. Monitor and Adjust: Regularly review progress and make adjustments as needed to stay on track and address any emerging challenges.

Question: The City has requested a SF330 form for qualifications. A standard 330 form limits the submitter to only 10 projects. Would we be able to provide more than 10 projects for our firm in the SF330 format?
Answer: Yes – they should be applicable to the disciplines being submitted on (see additional related questions below).

Question: Under Section H, Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. One needs to be clearly marked as an original. Is the original copy included in the seven (7) copies, or should we include the original and seven (7) copies in addition?
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, consultants are noted to provide seven (7) paper copies of our response. However, under no. 4, section H mentions including a USB drive in our submittal requirements. Is this USB drive specifically for the response to ' Cost Information Schedule/ Discipline List/BFO Information?
Answer: See "Amendments to RFQ Documents" above.

Question: For the separate Attachment submissions, do you expect 7 hard copies and 1 file uploaded to USB for strictly the Attachments? Or are the one (1) original, 7 paper copies including the full proposal, the attachments, and the USB? Please clarify the two separate submission processes.
Answer: See "Amendments to RFQ Documents" above.

Question: Under section H. Submittal Requirements & Required Format, Question 2, part b, Summary of Relevant Experience. We are requested to provide all our completed relevant projects that fall within the last five (5) years. Our office is one of many across the United States, specifically in the Northeast. Is this requesting projects only from our office in Connecticut office team or our company as a whole?
Answer: Provide at least 5 relevant projects. Your discretion whether or not projects are just from Connecticut office or from entire organization keeping in mind that the work will be done in the City and firm(s) selected to be based upon responsiveness.

Question: This solicitation is for On-Call Engineering but has a fee schedule that includes Architecture. Can an Architecture firm submit a fee schedule for Architectural Services only, without Engineering sub-contractors?
Answer: Yes.

Question: Please clarify that the submission for this On-Call includes one (1) full SF330 with all disciplines our firm is submitting under identified, rather than a categorical based submission.
Answer: One full SF 330.

Question: How many total projects is The City looking for? SF330 format calls for ten (10) total projects. Would this be ten (10) projects per discipline, or ten (10) projects total?
Answer: Can be up to ten per discipline submitted on.

Question: Given this RFQ was released on 10/8/2024, would it be possible to request an extension?
Answer: No; for various reasons, requests for extensions of time will not be considered.

Question: Attachment D, which lists the disciplines selected by the consultant, is to be included in a separate envelope. Since that attachment is to be opened after the QBS process, do we also identify our selected disciplines within the text of our submittal?
Answer: No need to identify selected disciplines within the text of our submittal. Attachment D shall not be submitted in the separate, sealed envelope. It shall now be submitted as part of the Firms response to the RFQ. (Only Attachment E [Cost Information Schedule] shall be submitted in a separate, sealed envelope marked "Confidential: Attachment E (Cost Information Schedule).

Question: During our review of the RFQ we noted that certain portions of the insurance requirements are not applicable to consulting services, including Builders Risk/Installation Floater Insurance and Contractor's Pollution Liability Insurance. Please let us know if these policies will be required as they are not traditionally held by consulting firms.
Answer:

Question: Relative to the City's standard agreement language, including Exhibits B1 and B2, would the City be amenable to negotiating mutually acceptable and insurable terms? Proposed modification would be provided as an appendix to the proposal response within the allowance noted in the exceptions and alternatives section of the RFQ.
Answer: Pursuant to Section H. Submittal Requirements & Required Format, Paragraph 6, Exceptions and Alternatives, Respondents may take exceptions to any requirement in the RFQ and/or offer alternatives to any provision thereof (including the attached City Contract form(s)); however, such exceptions or alternates cannot, in the sole discretion of the City, materially affect the substance of the RFQ or the provisions of the attached Contracts.

Further, the taking any exception or proposing any alternative is of not binding on the City, legally or otherwise, and in no way gives rise to any contractual relationship or rights, express or implied, between the City and the Respondent.

Lastly, while negotiations are permissible for contract provisions that are non-material in nature, please be advised that contract language pertaining to damages, insurance and/or indemnification is non-negotiable.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D shall be submitted as part of Firm's Repsonse to the RFQ. (Attachment D shall not be submitted in the separate, sealed envelope).

Submitted By: _____
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: An original hard copy of Attachment E shall be submitted in a separate, sealed envelope marked "Confidential: Cost Information Schedule."

Submitted By: _____
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- ☐ 2025 – 2027, inclusive
- ☐ 2025
- ☐ 2026
- ☐ 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum _____ years of experience and specialty.	$ _____	$ _____

REQUEST FOR QUALIFICATIONS (RFQ # 8132)
BY
THE CITY OF WATERBURY
FOR
ENGINEERING ON-CALL SERVICES
2025 THROUGH 2027
Insurance Requirements

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

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

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

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

Additionally, for services that may involve Contaminated and/or Hazardous Substances, consultant shall also provide the following:

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

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

RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

ATTACHMENT D – DISCIPLINE LIST, BFO Information * And MBE, DBE, WBE, SBE STATUS**

NOTE: Attachment D (together with Attachment E) shall be submitted in a separate, sealed envelope marked "Confidential: Discipline List, BFO Information, MBE, DBE, WBE, SBE Status and Cost Information Schedule."

Submitted By: Prime Consulting Inc
(Print Firm Name)

Firm shall specify which disciplines they are submitting qualifications and provide BFO Information for each discipline selected.

* NOTE: If you have different BFO rates for various disciplines within your Firm, please provide this information, by discipline, where indicated below.

**NOTE: Provide MBE/DBE/WBE/SBE status and certification/documentation of same.

Additionally, on attached sheet(s), clearly identify any subconsultants/subcontractors, if known, and provided requested information.

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Roadway Engineering Design / Reconstruction	_____	_____	_____	_____	_____
Mechanical Engineering/Heating, Ventilation and Air Conditioning Engineering/Testing/ Adjusting/Balancing/Commissioning	_____	_____	_____	_____	_____
Electrical Engineering	_____	_____	_____	_____	_____

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: Prime Consulting Inc
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Structural Engineering Buildings and Walls					
Traffic Planning, Safety and Engineering					
Bridge Design Services					
Drainage Improvements					
Land Survey Work					
AST/UST Engineering Services					
Environmental Engineering / Hazardous Waste-Abatement Services / Environmental Services					
Architectural Services					
Landscape Architect Services					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: Prime Consulting Inc
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Wetland mapping, wetland evaluation and wetland restoration plans – Soil Scientist					
Hydraulic/Hydrology Engineering Services (dams, culverts, etc.)					
GIS / Cartographer Services					
Solid Waste Management					
Property Appraisal and Evaluations/Rights of Way and Easements Evaluations and Negotiations					
Parks/Recreation – Design / Engineering / Inspection					
Constructability Reviews	X	Non DBE,MBE, WBE, SBE	109%	109%	109%
General Civil / Site Engineering					
General Municipal Improvements					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: Prime Consulting Inc
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Master Planning/Site Development					
Construction Administration	X	Non DBE,MBE, WBE, SBE	109%	109%	109%
Construction or Resident Engineering Inspection Services	X	Non DBE,MBE, WBE, SBE	109%	109%	109%
Landfill Facility Engineering Services					
Water Pollution Control Facility Design Services					
Water Pollution Control Facility Construction Administration Services					
Water Pollution Control Facility Resident Engineer and Inspection Services					
Sanitary Sewer Pump Station Design Services					

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: Prime Consulting Inc
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Sanitary Sewer Collection System Construction Administration Services	_____	_____	_____	_____	_____
Sanitary Sewer Pump Station Construction Administration Services	_____	_____	_____	_____	_____
Sanitary Sewer Collection System Design Services	_____	_____	_____	_____	_____
Sanitary Sewer Collection System Resident Engineer and Inspection Services	_____	_____	_____	_____	_____
Sanitary Sewer Pump Station Resident Engineer and Inspection Services	_____	_____	_____	_____	_____
Water Pump Station Design / Engineering & Inspection Services	_____	_____	_____	_____	_____
Hydraulic Modeling for Water Distribution Design / Engineering Services	_____	_____	_____	_____	_____
Reservoir / Dam Design / Engineering & Inspection Services	_____	_____	_____	_____	_____
Water Filtration Plant Improvement Design / Engineering / Inspection Services	_____	_____	_____	_____	_____

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: Prime Consulting Inc
(Print Firm Name)

Discipline	Check each discipline qualifications are being submitted	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)
Water Main Design / Engineering & Inspection Services					
Chemical Engineering					
Water Storage Tank Design / Engineering/Inspection Services					
GEO Tech Engineering Services for Reservoir Dams					
Advisory & Implementation services for Asset Management, PMIS, Business Intelligence & Analytics					
Water financial planning, ratees & grant support services					
Geotechnical Engineering / Testing	X	Non DBE,MBE, WBE, SBE	109%	109%	109%

ATTACHMENT D – DISCIPLINE LIST
RFQ #8132 - ENGINEERING ON CALL SERVICES 2025 THROUGH 2027

Submitted By: Prime Consulting Inc
(Print Firm Name)

SUBCONSULTANT /SUBCONTRACTOR INFORMATION (if known)

Provide Name	Provide Discipline(s)	Indicate MBE, DBE, WBE, SBE Status and Ownership Percentage	BFO Information By Discipline (for 2025)	BFO Information By Discipline (for 2026)	BFO Information By Discipline (for 2027)

ATTACHMENT E – COST INFORMATION SCHEDULE

NOTE: Attachment E (together with Attachment D) shall be submitted in a separate, sealed envelope marked "Confidential: Discipline List, BFO Information MBE, DBE, WBE, SBE Status and Cost Information Schedule."

Submitted By: Prime Consulting Inc
(Print Firm Name)

For Calendar Year(s): (check applicable*)

- [X] 2025 – 2027, inclusive
- [ ] 2025
- [ ] 2026
- [ ] 2027

* Check applicable box(es) to indicate if providing cost information for entire 3-year initial Term, or for individual calendar years. If providing cost information for individual years, for each calendar year: a) make a copy of Attachment E, and b) check the appropriate box.

I. Respondents must provide pricing/rates in Attachment E for the services it seeks to provide under this RFQ.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
Professional Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in relevant engineering discipline. Licensed for this occupation by the CT Department of Consumer Protection. Designs and oversees construction of systems. Affixes professional engineer seal to documents when required. Specify minimum 10 years of experience and specialty.	$ 65.00	$ 97.50
Professional Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, environmental, geotechnical, wastewater, landfill etc.).	See Professional Engineer. Specify minimum 20 years of experience and specialty.	$ 75.00	$ 112.50

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Engineer (Project) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	Holds a bachelor's degree or higher in civil, mechanical, electrical, structural engineering or other relevant engineering discipline. Performs engineering tasks and analysis related to site investigation and designs projects, oversees construction of projects, etc. Specify minimum 10 years of experience and specialty.	$ 55.00	$ 82.50
Engineer (Senior) (Specialties include: civil, electrical, mechanical, structural, chemical, environmental, geotechnical, wastewater, landfill etc.).	See Engineer. Specify minimum 20 years of experience and specialty.	$ 70.00	$ 105.00
Cartographer/GIS Specialist	Prepares maps on topography, etc. to be digitized. Designs and draws original maps of cities and regions. Adapts existing maps. Uses geographic information systems and global positioning system to prepare maps of topography. Analyzes spatial and environmental data. Specify minimum_____ years of experience and specialty.	$	$
Draftsperson	Draws site plans, layouts, and detailed drawings on CAD System. Specify minimum 5 years of experience and specialty.	$ 40.00	$ 60.00
Senior Field Technician	Collects samples for material testing, performs field material testing provides field support, uses, maintains and deploys equipment. Specify minimum 10 years of experience and specialty.	$ 50.00	$ 75.00
Field Technician	Collects samples for material testing, performs field material testing, provides field support, uses, maintains and deploys equipment. Specify minimum 5 years of experience and specialty.	$ 40.00	$ 60.00
Licensed Surveyor	Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$
Licensed Environmental Professional	Has engineering, geology or hydrogeology training and is licensed by the state of Connecticut for this professional title. Specify minimum _____ years of experience and specialty.	$	$
Wetland/Soil Scientist project	Holds a bachelor's or higher degree in soil science, geology, earth science, biology, botany or other relevant discipline plus specialized training and experience in wetland evaluation or soil science. Delineates wetlands using recognized Federal or state methodologies. Interprets and evaluates soil types. Classifies soil samples and evaluates effects of contaminants on wetlands and related animal and plant communities. Specify minimum _____ years of experience and specialty.	$	$
Architect	Holds a bachelor's degree or higher. Licensed for this professional title by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$	$

ATTACHMENT E – COST INFORMATION SCHEDULE

City of Waterbury

Landscape Architect	Holds a bachelor's degree or higher. Licensed by the CT Department of Consumer Protection. Specify minimum _____ years of experience and specialty.	$ _____	$ _____
Construction Inspector (Senior)	ACI and NICET certified or Professional Engineer, Specify minimum __10__ years of experience and specialty.	$ 50.00	$ 75.00
Construction Inspector (Staff)	ACI and NICET certified Specify minimum __5__ years of experience and specialty.	$ 40.00	$ 60.00
Project Manager	Oversees and coordinates projects from an administrative and operations standpoint. Initial contact at site for projects. City liaison. Specify minimum __10__ years of experience and specialty.	$ 75.00	$ 112.50
Clerical Staff	Uses computers, typewriters and other office equipment to provide clerical and logistical support to project. May type reports, correspondence and other written material. May prepare bills, invoices, and related documents. Specify minimum __5__ years of experience and specialty.	$ 35.00	$ 52.50
2 Man Survey Crew	Survey Crew consists of a party Chief with a minimum of ____ years of experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____
3 Man Survey Crew	Survey Crew consists of a party Chief with an minimum of Four year's experience, Instrument man with a minimum of two years' experience and a Rod Man with a minimum of 6 months experience,	$ _____	$ _____

II. Respondents may provide additional job classes/titles below. These additional proposed job classes/titles may be considered if in the best interest of the City.

Title/ Class	Job Description / Tasks	Straight Time	Overtime
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____
_____	Specify minimum _____ years of experience and specialty. _____	$ _____	$ _____

III. Respondents may provide pricing in Attachment D for the direct expense services it seeks to provide under this RFQ.

Item No.	Direct Expense Services	Unit of Measure	Rate Per Unit
1	Printing Greater than 11" X 17"	S.F.	$ 0.45
2	Color Printing and photocopies (Up to 11"x17")	Each.	$ 2.19
3	Large Format Monochrome Printing and Plotting (sheet sizes greater than 11"x17")	S.F.	$ 0.99
4	Large Format Color Plotting (sheet sizes >11"x17")	S.F.	$ 0.99
5	Large Format Mylar Plotting	S.F.	$ 4.5
6	Electronic Scanning	S.F.	$ 0.99
7	In-house Printing and photocopies up to 11 X 17"	Each	$ 0.33
8	Blackline prints	Cost	Cost + 10 %
9	Plotting & printing charges (outside vendors)	Cost	Cost + 10 %
10	Regular Mail, Express or certified postage charges	Per item	Cost + 10 %
11	Other project-related reimbursable expenses	Cost	Cost + 10 %

12	Reproduction Costs	Per page	Cost + 10 %
13	Borings and test pits for subsurface investigation	At cost	Cost + 10 %
14	Outside Services (subconsultant/laboratory)	At Cost	Cost + 10 %

IV. Other Rates

Item No.	Description	Unit of Measure	Rate Per Unit
15	Mileage	Mile	IRS Rate + 0 %

NOTES:

1. All job classes noted above shall include the required modern equipment associated with the classification. For example, the hourly rate for a Licensed Surveyor or Draftsperson shall include the electronic surveying/drafting equipment respectively, software, equipment hourly operating costs, personnel protective equipment and other normal associated tools of the trade or profession.

2. NOTE: Rates/pricing provided above shall be either for the initial 3-year Term of the contract or for individual calendar years. No rate escalation is permitted. After the initial three (3) year Term, rate increases shall be requested in writing by the Firm and subject to negotiation, at the sole option of the City, on a yearly basis, for each of the two (2) one-year extensions.

3. All job classes and rates include the consultant providing the City of Waterbury with electronic files of all work product in the form of a PDF and the format of the original software used to create the work product; however, all AutoCAD submissions to City shall be in the version required by the City's Engineering Department.

4. Straight time is defined as any contiguous 8 Hour period during any 2 calendar days.

5. Overtime is defined as any working time over contiguous period over 8 Hours during any 2 calendar days.

6. Response to Unscheduled or emergency calls outside of normal work day of 7AM to 5 PM will be paid for at the hourly rate for Overtime.

7. Respondents are not required to provide rates for all "Title/Class" listed, but only for those applicable to selected disciplines.

8. Where required, Consultant shall provide project cost estimating, and development of contract documents and specifications, based on City the City's standard documents and required formats.

END OF SECTION

#8

WATERBURY
PUBLIC SCHOOLS

Rebecca Gonzalez
Chief Operating Officer
(203) 346-2340
Rebecca.Gonzalez@waterbury.k12.ct.us

MEMORANDUM

DATE: July 20, 2026

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

FROM: Rebecca Gonzalez, Chief Operating Officer RG

RE: Executive Summary for Professional Services Agreement (RFP#8777) for Fire Suppression Equipment Testing and Maintenance with Facilities Compliance Fire Protection, LLC

The Education Department respectfully requests your review and approval of the Professional Services Agreement (RFP#8777) with Facilities Compliance Fire Protection, LLC for fire suppression equipment testing and maintenance in the total amount of $209,886.

The project consists of providing inspections, testing, and maintenance of automatic sprinkler systems, fire alarm systems (including panels and devices), fire extinguishers, and carbon monoxide detection systems in accordance with all applicable state and local codes and regulations adopted by the appropriate authorities. During all inspections, testing, and maintenance activities, notification will be provided to building occupants, administrative staff, central monitoring stations, Fire Marshals, Fire Departments, and Maintenance personnel. If any fire protection system becomes inoperative, the appropriate on-call personnel will be notified so that the vendor can promptly respond and complete the necessary repairs.

The contract term is three years at $63,602 annually, for a total contract value of $190,806, with an owner-controlled contingency of $19,080, resulting in a total authorization of $209,886. Funding will be provided through the General Fund. These services will be provided to all Waterbury Public Schools.

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

Attachment

c: Michal Konopka, Jerry Gay

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8777
for
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
between the
CITY OF WATERBURY
and
FACILITIES COMPLIANCE FIRE PROTECTION, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Facilities Compliance Fire Protection, LLC (the "Contractor", collectively with the City, the "Parties"), located at 1492 Berlin Turnpike, Berlin, Connecticut 06037, a duly registered Connecticut limited liability company.

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 8777** for fire suppression equipment testing and maintenance at certain Waterbury school district facilities (the "Project"); and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8777**; and

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

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 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 for it to be deemed complete.

1.1. The Project consists of, and Contractor shall provide fire suppression equipment testing and maintenance across Waterbury's school district facilities as more detailed and described in **Attachment A,** which is a material component 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 Addenda **N/A** to **RFP No. 8777**, attached hereto;
1.1.2 **RFP No. 8777**, attached hereto;
1.1.3 Contractor's Response to **RFP No. 8777**, dated May 28, 2026, consisting of 50 pages, attached hereto;
1.1.4 Contractor's Cost Proposal, dated May 28, 2026, consisting of 2 pages, attached hereto;
1.1.5 Any and all amendments and change orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6 To the extent applicable, 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;
1.1.7 City Contract Compliance Documents, incorporated herein by reference;
1.1.8 Certificates of Insurance, incorporated herein by reference;
1.1.9 Licenses, incorporated herein by reference; and
1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations, charter, and ordinances;
1.2.2 Any and all Amendments and Change Orders, issued by the City after execution of this Contract;
1.2.3 This Contract;
1.2.4 Any Addendums to **RFP No. 8777**;
1.2.5 **RFP No. 8777**;
1.2.6 Contractor's Cost Proposal; and
1.2.7 Contractor's Response to **RFP No. 8777**

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

and the City relies upon these.

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

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

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

2.4 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.

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

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

3.1 Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous conditions 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. All workmanship, services, materials or equipment, either on the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

3.7 Due Diligence Obligation. The Contractor acknowledges its responsibility 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 It 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 It 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 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 Work.

3.8 Reporting Requirement. The Contractor shall deliver periodic written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented

by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's **Section 6** total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's **Section 6** total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by the Contractor's Principal or a specifically authorized individual.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedies 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. This shall be a three (3) year contract, commencing on September 1, 2026, and continuing through and including August 31, 2029.

5.1. Time is and shall be of the essence for all Project milestones and the 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 ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time 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.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project milestones and the 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 ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time is reasonable for the completion of the Work.

5.2.2 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 Milestones Dates, as set forth in **Section 5.1**, 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.

5.2.3 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.

5.2.4 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the Parties and shall not be construed as an exception.

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

6.1 Fee Schedule. Subject to retainage, limitations, etc. set forth below in this **Section 6**, the fee payable to the Contractor shall not exceed **TWO HUNDRED NINE THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (209,886)** (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. $63,602 - YEAR 1 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;
ii. $63,602 - YEAR 2 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;
iii. $63,602 - YEAR 3 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE; and
iv. $19,080 – OWNER CONTROLLED CONTINGENCY AS GOVERNED BY SECTION 6.1.1 BELOW.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(iv)** of this Contract shall be utilized for payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (**see Section 25**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2 Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in **Section 6.1**, above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City. 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 Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8777** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1 The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, 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 its 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 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 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate

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

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

9.4.2 Automobile Liability Insurance:

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

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut Employers' Liability ("EL"):

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

Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:

$ 1,000,000.00 Per Occurrence
$ 1,000,000.00 Aggregate

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

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 The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional 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. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation 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 the 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 supplementedin 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 for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to 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 If applicable, the Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment,

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

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

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

12. Intentionally Omitted.

13. Termination.

13.1 Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 13.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 13.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Section 13.2**.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Contractor under this Contract shall, at the option of the City, become

the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

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

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

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

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

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

13.4 Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. 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 City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc., prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

b. War, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

c. Acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or another governmental requirement;

d. Strikes and labor disputes; and

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

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

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

19. Risk of Damage and Loss. The Contractor shall be solely responsible for causing the timely repair to and/or replacement of City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by

someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading

to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract; and

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

25.1.3 the Final Completion Date has not been changed.

25.2 Notwithstanding the foregoing **Subsection 25.1**, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim; or

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

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

Contract complying with **Section 38.073** of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8777** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8777**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever

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

Contractor:	Facilities Compliance Fire Protection, LLC 1492 Berlin Turnpike Berlin, CT 06037
City:	City of Waterbury Department of Education 236 Grand Street Waterbury, CT 06702
With a copy to:	Office of the Corporation Counsel Third Floor City Hall Building 235 Grand Street, Waterbury, CT 06702

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

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

32.2 It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any

part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal, therefore.

32.3 It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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 Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19).*" For Chapter 38, click on "Title III: Administration," then click on "Chapter 38: Centralized Procurement System." For Chapter 39, click on "Title III: Administration," then click on "Chapter 39: Ethics and Conflicts ofInterest"].

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.

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

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

FACILITIES COMPLIANCE FIRE PROTECTION, LLC

By: _____
Robert Boulager, General Manager

Date:_____

ATTACHMENT A

1. Addendums **N/A** to **RFP No. 8777**, attached hereto;
2. **RFP No. 8777**, attached hereto;
3. Contractor's Response to **RFP No. 8777**, consisting of 50 pages, attached hereto;
4. Contractor's Cost Proposal, consisting of 2 pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

Pursuant to this Request for Proposal ("RFP"), the City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified third-parties (each a "proposer" or "contractor" and, collectively, "proposers to enter into a three (3) year contract for fire suppression equipment testing and maintenance and various facilities/schools (the "Project").

A. Background and Intent

The project cenetrs around the inspection, testing and maintenance of automatic sprinkler, fire alarm, fire extinguisher and carbon monoxide detection systems at various facilities and schools as outlined herein.

B. Qualifications

Eligible proposers will be those contractors, consultants, businesses, and institutions possessing the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP;
2. A proven track record in providing these types of or similar services for municipal governments; and
3. Knowledge of federal and state laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

See <u>Attachment E.</u>

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 3 years.

E. Insurance

The respondent shall provide insurance as set for in **<u>Attachment D</u>** 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 category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. **There will be a Mandatory Information Session with respect to this RFP on May 18, 2026 starting at 9:00AM.**

   THOSE NOT ATTENDING ON-TIME AND SIGNING IN AT EACH LOCATION WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. The school addresses in order of visitation are as follows:

   1. **Carrington Elementary School - 24 Kenmore Ave.**
   2. **Kennedy High School – 422 Highland Ave.**
   3. **Tinker Elementary School – 809 Highland Ave.**
   4. **Wendell Cross Elementary School – 1255 Hamilton Ave.**
   5. **International Dual Language School – 116 Beecher Ave.**
   6. **Rotella Inter-District Magnet School – 380 Pierpont Rd.**

3. Proposers must complete and sign the items and any forms included in **Attachment A** - Contract Compliance Packet.

4. All questions and communication about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 21, 2026**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other people otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 26, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by The School Inspectors Office.

H. Conditions

All those submitting proposals must adhere to the following conditions and must positively so state in their proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws;

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City;

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City;

4. The proposer agrees that the proposal will remain valid for a period of **one hundred twenty (120) days** after the closing date for the submission and may be extended beyond that time by mutual agreement;

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals;

6. The proposer must certify that the personnel identified in its response to this RFP will be the people actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City;

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.;

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer;

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfy the requirements set forth or implied in the proposal;

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5.

of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers;

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanations to any RFP selection committee established by the City;

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation;

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response;

14. The proposer must accept the City's standard agreement language. **See Attachment B**; and

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One (1) original (clearly identified as such) and **three (3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on June 5, 2026. Proposals received after that time shall not be considered.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. In **Attachment C**, proposers shall also identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

    a. Firm Name;
    b. Permanent main office address;
    c. Date firm organized;
    d. Legal Form of ownership. If a corporation, indicate where incorporated;
    e. How many years have you been engaged in services you provide under your present name?; and
    f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities.

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
        - Organization name and the name, title, address and telephone number of a responsible contact person;
        - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain;
        - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement; and
        - Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan.

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

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

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

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

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

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?;
b. Have you ever defaulted on a contract? If so, where and why?;
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe;
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details;

e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details;
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details; and
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria.

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal;
b. Proposed cost schedule;
c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s); and
d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process.

The City of Waterbury may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements – Not Applicable.

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements – Not Applicable.

i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with **CONN. GEN. STAT.** §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of **CONN. GEN. STAT.** § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – Not Applicable.

If applicable, proposers shall submit with their proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable classification of the work that the subcontractor will complete in the contract. The proposer must submit with their proposal all applicable Subcontractor DAS

Prequalification certificates. Any proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The successful proposer and each of its subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – Not Applicable.

Each Proposal with a total cost greater than $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.

P. Performance/Payment Bonds – Not Applicable.

The proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a one hundred (100) percent performance bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a one hundred (100) percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Q. Prevailing Wages – Not Applicable.

As noted above, proposers are advised that State of Connecticut prevailing wage rates and regulations apply to this Project. The minimum rates to be paid for labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Proposer's attention is directed to **Attachment N/A** – Wage Rate Documentation.

Attachment A Documents

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
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 202__)
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.

_____
(Name of Company, if applicable)

_____ _____
Signature of Individual (or Authorized Signatory) Date

_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Certification

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

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

Full Legal Name and address of Recipient, Vendor, or Contractor: _____
_____
_____.

Print Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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_____

SS.:_____

County of_____

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

1. I am the ***owner, partner, officer, representative, agent or*** _____ of _____(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				
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
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			
2			
3			
4			

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

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

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

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

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

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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

_____ _____
Witness Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
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 _____)

) 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: _____

Attachment B Documents

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8777
for
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
between the
CITY OF WATERBURY
and

_____

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and _____ (the "Contractor", collectively with the City, the "Parties"), located at _____, a duly registered _____.

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 8777** for fire suppression equipment testing and maintenance at certain Waterbury school district facilities (the "Project"); and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 8777**; and

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

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 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 for it to be deemed complete.

1.1. The Project consists of, and Contractor shall provide fire suppression equipment testing and maintenance across Waterbury's school district facilities as more particularly detailed and described in **Attachment A,** which is a material component 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:

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1.1.1 The _ addenda to **RFP No. 8777**, attached hereto;

1.1.2 **RFP No. 8777**, attached hereto;

1.1.3 Contractor's Response to **RFP No. 8777**, dated _____, 2026, consisting of ___ pages, attached hereto;

1.1.4 Contractor's Cost Proposal, dated _____, 2026, consisting of _ pages, attached hereto;

1.1.5 Any and all amendments and change orders, issued by the City after execution of Contract, incorporated herein by reference;

1.1.6 To the extent applicable, 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;

1.1.7 City Contract Compliance Documents, incorporated herein by reference;

1.1.8 Certificates of Insurance, incorporated herein by reference;

1.1.9 Licenses, incorporated herein by reference; and

1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

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

1.2.2 Any and all Amendments and Change Orders, issued by the City after execution of this Contract;

1.2.3 This Contract;

1.2.4 Any Addendums to **RFP No. 8777**;

1.2.5 **RFP No. 8777**;

1.2.6 Contractor's Cost Proposal; and

1.2.7 Contractor's Response to **RFP No. 8777**

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

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Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

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

2.4 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.

2.5 Activities, Work, and Services Performed on other City Property (Non-

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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 conditions 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.

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

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

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

3.7 Due Diligence Obligation. The Contractor acknowledges its responsibility 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;

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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 It 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 It 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 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 Work.

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

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedies 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

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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. This shall be a three (3) year contract, commencing on _____, 2026 and continuing through and including _____, 2029.

5.1. Time is and shall be of the essence for all Project milestones and the 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 ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time 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.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project milestones and the 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 ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Contractor and City that the Contract Time is reasonable for the completion of the Work.

5.2.2 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 Milestones Dates, as set forth in **Section 5.1**, 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.

5.2.3 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

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complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.2.4 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 _____**DOLLARS (_____)** (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. **$_____ - YEAR 1 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;**
ii. $_____ **YEAR 2 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE;**
iii. **$_____ YEAR 3 - FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE**

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

6.2.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money

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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 Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 8777** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the

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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 its 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

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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 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 General Aggregate
$ 2,000,000.00 Products/Completed Operations Aggregate

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

9.4.2 Automobile Liability Insurance:

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

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut Employers' Liability ("EL"):

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

Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:

$ 1,000,000.00 Per Occurrence
$ 1,000,000.00 Aggregate

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

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 The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded by the additional insured

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shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation 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 the 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 for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations relating to 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

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

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each

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subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to § 93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1 Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. Notwithstanding the above, upon determination by a court of competent jurisdiction that the termination of the agreement pursuant to this **Section 13.1** was wrongful, such termination will be deemed converted to a termination for convenience pursuant to **Section 13.2** and the Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience pursuant to **Section 13.2**.

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

13.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability

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to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

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

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

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

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

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

13.4 Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. 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

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the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

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

b. War, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

c. Acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or another governmental requirement;

d. Strikes and labor disputes; and

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

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

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

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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. 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 ofaccount 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

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previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

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

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

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

25. Contract Change Orders.

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

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract; and

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

25.1.3 the Final Completion Date has not been changed.

25.2 Notwithstanding the foregoing **Subsection 25.1**, a Change Order shall not include:

25.2.1 an upward adjustment to a Contractor's payment claim; or

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8777** and (ii) the Contractor's proposal responding to the aforementioned **RFP No. 8777**.

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

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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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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

Contractor:

City: City of Waterbury
Department of Education
236 Grand Street
Waterbury, CT 06702

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With a copy to: Office of the Corporation Counsel
Third Floor
City Hall Building
235 Grand Street,
Waterbury, CT 06702

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

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

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

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

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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 Chapters 38 and 39 of

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

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.

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SIGNATURE PAGE FOLLOWS

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

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

Sign:_____
Printed name:

Sign:_____
Printed name:

_____

By: _____

Date:_____

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ATTACHMENT A

1. Addendums to **RFP No. 8777**, attached hereto;
2. **RFP No. 8777**, attached hereto;
3. Contractor's Response to **RFP No. 8777**, consisting of __ pages, attached hereto;
4. Contractor's Cost Proposal, dated _____, 2026, consisting of _ pages, attached hereto;
5. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
6. City Contract Compliance Documents, incorporated by reference;
7. Certificates of Insurance, incorporated by reference;
8. Licenses, incorporated by reference; and
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

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CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

_____
Secretary

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

LIMITED LIABILTY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of_____, a limited liability company organized and existing under the laws of the State of_____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

"It is hereby resolved that _____is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said _____ , LLC this _____ day of _____, 202__.

_____
Manager/Member

.

TO BE SIGNED ON DATE OF CONTRACT EXECUTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE and NON-COLLUSION STATEMENT

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 _____ 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.

_____ _____

Social Security Number
or Federal Identification Number

Signature of Individual or Corporate Name

_____

Corporate Officer
(if applicable)

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

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)
_____
_____
Phone: _____
Email: _____
Date: _____

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

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
Attachment D

Insurance Requirements

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

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

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

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

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

Attachment E Document

- SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
ATTACHMENT E

SCOPE OF SERVICES

FIRE PROTECTION AND SUPPRESSION SYSTEMS INSPECTION, TESTING AND MAINTENANCE POLICIES AND PROCEDURES

It will be the policy of the Licensed Organization and/or Licensed Facility that all fire protection systems and equipment shall be inspected, tested and maintained according to all required codes and regulations that have been adopted by State and Local Authorities Having Jurisdiction (AHJ). Whenever systems are being inspected, tested and maintained, the proper precautions, safeguards and notifications shall be followed. Notifying occupants, administrative staff, Central Stations, Fire Marshals, Fire Departments and Maintenance Personnel shall be required. If any fire protection system becomes inoperative, the required notifications shall be made. On-call Personnel shall be notified so that service contractor(s) can be contacted to make repairs to the impacted system(s).

FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE GUIDELINES

Automatic Sprinkler Systems Inspection, Testing, and Maintenance Policies and Procedures must adhere to NFPA 25. Contractor is responsible for identifying **code deficiencies due to updates**

Required inspection/testing frequency scope all per **NFPA 25**:

- **Weekly:** control valves sealed, gauges in dry, pre-action, and deluge systems;
- **Monthly:** gauges in wet pipe systems;
- **Quarterly:** water flow alarm devices; supervisory signal devices; valve supervisory alarm devices; control valves; hydraulic nameplates; signage; hand-wheels; fire department connections;
- **Annually:** seismic bracing; sprinkler heads; pipes and fittings; spare sprinklers; control valves; main drain; partial trip test and internal inspection for dry valves. Testing of water flow alarms, control valves and main drain. Annual performance test of fire pumps and annual hydrant flow;
- **Three years:** flow trip test (dry valve systems);
- **Five years:** If timing requires during the Project period, internal inspection of alarm valves and piping. Gauges need to be tested/replaced as necessary. Testing of fire department connection and pressure reducing valves and hydrants and hose connections; and

Ten years: If timing requires during the Project period, dry sprinklers; fast response sprinklers more than two decades old; standard response sprinklers more than five decades' old.

1. A *qualified contractor or owner's representative shall inspect the facility's sprinkler system. *Qualified. Having adequate knowledge of the installation, construction, or operation of apparatus and the hazards involved. (ref: **NFPA 25**).

2. A complete walk-thru of the sprinkler system by the contractor & owner rep. shall also be conducted at this time. Any obstructions of sprinkler heads and damage to the system shall be identified at this time and documented on the report.

3. The required sprinkler report shall be completed and a copy left at the facility.

Electronic reports (PDF or platform-based)
Centralized submission to Facilities/Risk Management
Deficiency tracking log
Historical inspection records retention (3–5 years minimum)

Any issues that are documented on the report shall be reviewed at this time and a subsequent service visit shall be scheduled to address and correct those items to meet code compliance. Any deficiency impairing fire suppression systems will be communicated immediately with SIO and administration office of the impacted school:

Life safety impairment: response within **4 hours**.
Critical deficiency: repair within **24–72 hours**.
Non-critical: within **30 days**.

If the facility is equipped with a fire pump, an annual inspection shall be conducted. The required flow chart paperwork shall be completed and left at the facility plus provided to School inspector office and risk management.

5. A labeled container with spare sprinkler heads, and a wrench shall be mounted on the wall in close proximity to the main sprinkler valve and within reasonable reach of a qualified first responder.

6. Dry pipe systems shall have pitch and obstruction testing every five (5) years, if timing for same is required during Project period.

Fire Alarm System Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A qualified* service contractor or owner's representative shall inspect the facility's fire alarm system. *Qualified. Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals who are:

(a) Factory trained and certified;

(b) National Institute for Certification in Engineering Technologies fire alarm certified;

(c) International Municipal Signal Association fire alarm certified;

(d) Certified by a state or local authority; and

(e) Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems. **NFPA 72**.

Fire alarm systems must meet all requirements of Chapter 14 of the National Fire Protection Association's Code NFPA 72

2.. A complete walk-thru of the fire alarm system by the service contractor & owner rep. shall also be conducted at this time. Any obstructions of horn/strobes and/or damaged devices of the system shall be identified at this time and documented on the report.

3. The required fire alarm report shall be completed, and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct the deficiencies. Note: If the facility has an addressable fire alarm panel, it is required that an annual print-out of fire alarm panel activity be provided for review by either State and/or Local Authorities Having Jurisdiction (AHJ).

Fire Extinguisher Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A person who has undergone the training necessary to reliably perform maintenance and has the manufacturer's service manual shall service the fire extinguishers.

All fire extinguishers shall be inspected and tested according to NFPA 10.

2. When inspecting the extinguishers, the following items shall be checked:

a) Location in designated space;

b) No obstructions shall block access;

c) Operating instructions on nameplate legible and facing outward;

d) Safety seals and tamper indicators not broken and missing;

e) Fullness determined by weighing or "hefting";

f) Examination for obvious physical damage, corrosion, leakage, or clogged nozzle; and

g) Pressure gauge reading or indicator in the operable range or position.

3. Upon completing the inspection, if provided, the date and initials of the person performing the inspection shall be written on the tag provided by the service contractor, who performs the annual inspection.

4. Also, if there are deficiencies with any of the extinguishers, according to the items being checked, immediate corrective action shall be taken.

5. Maintenance of fire extinguishers shall be performed on an annual basis by a Fire Extinguisher Service Agency or Trained Industrial Safety or Maintenance Personnel.

1. Carbon Monoxide Detection Systems Inspection, Testing, and Maintenance Policies and Procedures All Carbon Monoxide Detectors shall be installed and tested in accordance with NFPA 72

All Carbon Monoxide detectors have lifecycle specifications. The detector will have a date of manufacture on the back of the detector. The detector shall be replaced in accordance with the manufacturer's instructions.

The required carbon monoxide detector performance report shall be completed and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct those items.

List of schools and types of sprinkler coverage

Barnard adult Ed	Wet-basement
Bucks hill	none
Bunker hill	Wet Basement/ stairwells
Carrington	Wet/dry/ fire pump
Chase elem	Wet-Basement/stairwells
Driggs elem	Wet-basement
Duggan	Wet/dry- entire school
Generali	Wet-basement
Gilmartin	Wet/fire pump- entire school
Hopeville	Wet-basement
International	none
Kingsbury	Wet-basement
Maloney	Wet- entire school
Reed	Wet- entire school
Regan	none
Rotella	Wet/dry- entire school

Sprague	none
Tinker	Wet- basement
Walsh	Wet- basement
Washington	Wet- basement
Wendall Cross	Wet- entire school
Wilson	Wet-basement
North end middle	Wet entire school -
Wallace	New edition wet/dry
WAMS	Wet- entire school
West side	Wet- entire school
Crosby	New edition wet/dry
Kennedy	New addition - wet
WCA	Wet/fire pump
Wilby	Wet- entire school
Enlightment	none
State street	Wet- entire school

List of fire panels and devices

Barnard / Adult Ed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Heat Detectors – 4 Waterflow Switches – 1 Strobes – 43 Speakers - 29
Buckshill / Buckshill Pre-K	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 39 Photo Detectors – 55 Heat Detectors – 13 Waterflow Switches - 1
Bunker hill	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 16 Heat Detectors – 8 Waterflow Switches – 1

	Horns - 19 Strobes - 19
Carrington	**Notifier addressable system** Ion detectors - 32 Duct detectors - 13 Heat detectors - 10 Water flow switches 8 Smoke Duct Detectors - 6
Career Academy	Strobes – 259 Pulls – 149 Smoke Detectors - 20
Chase	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 27 Photo Detectors – 56 Heat Detectors – 2 Waterflow Switches – 1 Horns – 78 Strobes - 78
Crosby / Wallace	**Notifier addressable system** Photo Detectors – 101 B Waterflow Switches – 1 Strobes – 170 B Speakers – 170 B Smoke Duct Detectors - 24
Driggs	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 19 Photo Detectors – 67 Duct Detectors – 2 Heat Detectors – 10 Waterflow Switches – 1 Horns – 34 Strobes - 34
Duggan	**Edwards addressable system** Manual Fire Alarm Boxes – 19 Photo Detectors – 49 Waterflow Switches – 4 Horns – 169 Strobes – 169 Smoke Duct Detectors - 7
Generali	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 38 Photo Detectors – 43 Heat Detectors – 18 Waterflow Swicthes – 2 Supervisory Switches – 2 Horns – 58 Strobes - 72
Gilmartin	**Notifier addressable system** Manual Fire Alarm Boxes – 28 B Photo Detectors – 39 B Strobes – 193 Speakers -114 Duct Detectors – 23 B Heat Detectors – 13 B Waterflow Switches – 4 Smoke Duct Detectors - 5

Hopeville	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 8 Heat Detectors – 3 Horns – 30 Strobes - 30
International	**Silentnight nonaddressable system** Manual Fire Alarm Boxes – 12 Photo Detectors – 18 Horns – 14 Strobes - 14
Kennedy	**Notifier addressable system** Manual Fire Alarm Boxes – 52 B Photo Detectors – 81 B Heat Detectors – 36 B Waterflow Switches – 1 Horns – 153 Strobes - 238 Smoke Duct Detectors - 14
Kingsbury	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Photo Detectors – 24 Waterflow Switches – 7 Supervisory Switches - 3
Maloney	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 34 B Ion Detetcors – 1 Photo Detectors – 32 B Duct Detectors – 19 B Heat Detectors – 6 B Supervisory Switches – 5 B Horns – 59 B Strobes – 70 B Speakers – 7 B Smoke Duct Detectors - 6
Enlightenment	**Silentnight nonaddressable system** Manual Fire Alarm Boxes - 6 Photo Detectors - 13 Heat Detectors – 2 Horns - 6 Strobes - 6
Reed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Photo Detectors – 71 Duct Detectors – 20 Heat Detectors – 3 Strobes 193 Speakers – 95 Smoke Duct Detectors - 9
Regan	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 15 Photo Detectors – 19 Heat Detectors – 13 Horns – 14 Strobes - 23
Rotella	**Notifier addressable system** Manual Fire Alarm Boxes – 30

	Photo Detectors – 24 Duct Detectors – 4 Waterflow Switches – 2 Supervisory Switches – 7 Smoke Duct Detectors - 11
Saint Joe's	Manual Fire Alarm Boxes – 30 Photo Detectors – 1 Heat Detectors – 5
Sprague	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18 Horns – 39 Strobes - 43
State St	**Notifier addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 35 Heat Detectors – 2 Strobes - 85 Speakers – 85 Smoke Duct Detectors - 4
Tinker	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 13 Waterflow Switches – 2 Horns – 29 Strobes - 29
Walsh	**Edwards addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 19 Heat Detectors – 3 Waterflow Switches – 2 Horns – 60 Strobes - 60
WAMS	**Simplex addressable system** Manual Fire Alarm Boxes – 80 Photo Detectors – 141 Waterflow Switches – 5 Horns – 371 Strobes – 371 Smoke Duct Detectors - 8
Washington	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Heat Detectors – 8 Waterflow Switches – 2
West Side	**Edwards addressable system** Manual Fire Alarm Boxes – 55 Photo Detectors – 149 Waterflow Switches – 1 Horns – 121 Strobes – 121 Smoke Duct Detectors - 14
Wilby / North End	**Notifier addressable system** Manual Fire Alarm – Boxes – 88 Photo Detectors – 40 B Duct Detectors – 60 B

	Waterflow Switches – 6 Strobes – 216 B Speakers – 216 B Smoke Duct Detectors - 31
Wilson School	**Edwards addressable system** Manual Fire Alarm Boxes – 28 Photo Detectors – 12 Heat Detectors – 5 Waterflow Switches – 25 Chimes – 53 Strobes – 53
Wendell Cross	**Notifier addressable system** Manual Fire Alarm Boxes – 1 Strobes – 130 Smoke Detectors – 65 Smoke Duct Detectors - 5
WCA	**Notifier addressable system** Manual Fire Alarm Boxes – 20 Photo Detectors – 81 Horns – 259 Strobes – 259 Smoke Duct Detectors - 7

Coordination Requirements:

- Work hour restrictions (after school, weekends, summer);
- Background checks/badging requirements;
- Coordination with principals and custodial staff; and
- Noise/disruption limits.

END OF ATTACHMENT E

Attachment F Document

- PRICE PROPOSAL FORM

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

ATTACHMENT F
(Must be submitted as part of the Proposal in a separate sealed envelope marked **"Confidential: Price Proposal."**)

Date: _____

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,

_____
(Print or Type Company/Corporate Name)

_____
(Print or Type Business Address)
_____

_____

_____

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

[continued on following page(s)]

ITEM #	YEAR	DESCRIPTION	TOTAL COST
1.0	1	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE	$
2.0	2	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE	$
3.0	3	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE	$
		GRAND TOTAL	$

_____
Social Security Number
or Federal Identification Number

_____
Signature of Individual or
Corporate Name

_____
Company Name

_____
Corporate Officer
(if applicable)

By:_____
(Title)

_____
(Business Address)

_____
(City, State, Zip Code)

Date: _____ Email:_____

END OF ATTACHMENT F

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

Pursuant to this Request for Proposal ("RFP"), the City of Waterbury, Department of Education (hereinafter "City"), is seeking proposals from qualified third-parties (each a "proposer" or "contractor" and, collectively, "proposers") to enter into a three (3) year contract for fire suppression equipment testing and maintenance and various facilities/ schools (the "Project").

A. Background and Intent

The project centers around the inspection, testing and maintenance of automatic sprinkler, fire alarm, fire extinguisher and carbon monoxide detection systems at various facilities and schools as outlined herein.

B. Qualifications

Eligible proposers will be those contractors, consultants, businesses, and institutions possessing the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP;
2. A proven track record in providing these types of or similar services for municipal governments; and
3. Knowledge of federal and state laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

See Attachment E.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be 3 years.

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** 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 category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. **There will be a Mandatory Information Session with respect to this RFP on May 18, 2026 starting at 9:00AM, starting at Carrington Elementary School and continuing to five other schools listed below.**

   THOSE NOT ATTENDING ON-TIME AND SIGNING IN AT EACH LOCATION WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL. The school addresses in order of visitation are as follows:

   1. **Carrington Elementary School - 24 Kenmore Ave. (Wet/dry/fire pump)**
   2. **Bunker Hill Elementary School – 170 Bunker Hill Ave (Wet basement/stairwells)**
   3. **West Side Middle School – 483 Chase Parkway (Wet- entire school)**
   4. **Kennedy High School – 422 Highland Ave. (Wet- entire school)**
   5. **Tinker Elementary School – 809 Highland Ave. (Wet- basement)**
   6. **Barnard Adult Education – 11 Draher St. (Wet- basement)**

   All above locations are in Waterbury, CT.

3. Proposers must complete and sign the items and any forms included in **Attachment A** - Contract Compliance Packet.

4. All questions and communication about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 21, 2026**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other people otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 26, 2026, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by The School Inspectors Office.

H. Conditions

All those submitting proposals must adhere to the following conditions and must positively so state in their proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws;

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City;

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City;

4. The proposer agrees that the proposal will remain valid for a period of **one hundred twenty (120) days** after the closing date for the submission and may be extended beyond that time by mutual agreement;

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals;

6. The proposer must certify that the personnel identified in its response to this RFP will be the people actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City;

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.;

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer;

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfy the requirements set forth or implied in the proposal;

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers;

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanations to any RFP selection committee established by the City;

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation;

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response;

14. The proposer must accept the City's standard agreement language. **See Attachment B**; and

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One (1) original (clearly identified as such) and **three (3)** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on June 5, 2026. Proposals received after that time shall not be considered.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. In **Attachment C**, proposers shall also identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in **Attachment C**, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:

   a. Firm Name;
   b. Permanent main office address;
   c. Date firm organized;
   d. Legal Form of ownership. If a corporation, indicate where incorporated;
   e. How many years have you been engaged in services you provide under your present name?; and
   f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities.

   a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services outlined in the RFP, as well as a description of its primary business focus.
   b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
      - Organization name and the name, title, address and telephone number of a responsible contact person;
      - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed

within the original contract timeframe and budget. If not, please explain;

- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement; and
- Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan.

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.

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

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

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

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

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

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

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?;
b. Have you ever defaulted on a contract? If so, where and why?;
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe;
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details;
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details;
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details; and
g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

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

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria.

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal;
b. Proposed cost schedule;
c. Experience. expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience, and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s); and
d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process.

The City of Waterbury may elect to have the proposals evaluated by a committee as part of the selection process. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements – Not Applicable.

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements – Not Applicable.

i. The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with **CONN. GEN. STAT.** §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by Public Act 23-204 and Public Act 25-168. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

ii. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of **CONN. GEN. STAT.** § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set aside goals.

iii. For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports

N. State DAS Requirements for Construction Projects – Not Applicable.

If applicable, proposers shall submit with their proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable classification of the work that the subcontractor will complete in the contract. The proposer must submit with their proposal all applicable Subcontractor DAS Prequalification certificates. Any proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The successful proposer and each of its subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond – Not Applicable.

Each Proposal with a total cost greater than $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.

P. Performance/Payment Bonds – Not Applicable.

The proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a one hundred (100) percent performance bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a one hundred (100) percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Q. Prevailing Wages – Not Applicable.

As noted above, proposers are advised that State of Connecticut prevailing wage rates and regulations apply to this Project. The minimum rates to be paid for labor of the various classifications shall be in accordance with the prevailing rate of wages established by the Connecticut Department of Labor. Proposer's attention is directed to **Attachment N/A** – Wage Rate Documentation.

Attachment A Documents

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

RFP No. 7089
(Service or Commodity Covered by Contract)

3 years - July 24, 2023 - July 24, 2026
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202(3))
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

Purchase Orders (Associated with RFP 7489)
(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 202Q)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

I have read and agree to the above certification.

Facilities Compliance Fire Protection, LLC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

5/28/2020
Date

Robert Boulanger, General Manager
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☑

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

Certification

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

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

Full Legal Name and address of Recipient, Vendor, or Contractor: Facilities Compliance Fire Protection LLC
1493 Berlin Tpke
Berlin, CT 06037

Print Name and Title of Authorized Representative: Robert Boulanger, General Manager

Signature of Authorized Representative: Robert Boulanger

Date: 5/28/2026

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 Connecticut

SS.:_____

County of Hartford

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

1. I am the ***owner, partner, officer, representative, agent or*** General Manager of Facilities Compliance Fire Protection LLC (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.

X 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	NONE			
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE			
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

Name	Title	DOB	Stock %
1	NONE		
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

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

_____
Witness

North American Fire Holdings, LLC
Name of Corporate Signatory

5565 Glenridge Connector Ste 225
Address of Business Atlanta, GA 30342

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: General Manager
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 Connecticut)

) SS

County of Hartford)

_____ being duly sworn,

deposes and says that he/she is General Manager of FCS Fire Protection and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 28th day of May 2026.

_____
(Notary Public)

My Commission Expires: _____

Sarah Marie Kassay
Notary Public-Connecticut
My Commission Expires
April 30, 2027

Attachment B Documents

- SAMPLE CONTRACT
- SAMPLE CORPORATE RESOLUTION
- SAMPLE LLC RESOLUTION

Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE and NON-COLLUSION STATEMENT

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 May 26. 2026 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.

83-4332195
Social Security Number
or Federal Identification Number

R. Robert Boulanger
Signature of Individual or Corporate Name

_____
Corporate Officer
(if applicable)

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

Name Robert Boulanger
By: General Manager
(Title)
Business Address: 1492 Berlin Turnpike
(City, State, Zip Code)
Berlin, CT 06037

Phone: 203-440-0556
Email: Rboulanger@Facility-Compliance
Date: 5/28/2026

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

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL NO. 8777
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
Attachment D

Insurance Requirements

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

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

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

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

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

Attachment E Document

- SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE
ATTACHMENT E

SCOPE OF SERVICES

FIRE PROTECTION AND SUPPRESSION SYSTEMS INSPECTION, TESTING AND MAINTENANCE POLICIES AND PROCEDURES

It will be the policy of the Licensed Organization and/or Licensed Facility that all fire protection systems and equipment shall be inspected, tested and maintained according to all required codes and regulations that have been adopted by State and Local Authorities Having Jurisdiction (AHJ). Whenever systems are being inspected, tested and maintained, the proper precautions, safeguards and notifications shall be followed. Notifying occupants, administrative staff, Central Stations, Fire Marshals, Fire Departments and Maintenance Personnel shall be required. If any fire protection system becomes inoperative, the required notifications shall be made. On-call Personnel shall be notified so that service contractor(s) can be contacted to make repairs to the impacted system(s).

FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE GUIDELINES

Automatic Sprinkler Systems Inspection, Testing, and Maintenance Policies and Procedures must adhere to NFPA 25. Contractor is responsible for identifying **code deficiencies due to updates**

Required inspection/testing frequency scope all per **NFPA 25**:

- **Weekly:** control valves sealed, gauges in dry, pre-action, and deluge systems;
- **Monthly:** gauges in wet pipe systems;
- **Quarterly:** water flow alarm devices; supervisory signal devices; valve supervisory alarm devices; control valves; hydraulic nameplates; signage; hand-wheels; fire department connections;
- **Annually:** seismic bracing; sprinkler heads; pipes and fittings; spare sprinklers; control valves; main drain; partial trip test and internal inspection for dry valves. Testing of water flow alarms, control valves and main drain. Annual performance test of fire pumps and annual hydrant flow;
- **Three years:** flow trip test (dry valve systems);
- **Five years:** If timing requires during the Project period, internal inspection of alarm valves and piping. Gauges need to be tested/replaced as necessary. Testing of fire department connection and pressure reducing valves and hydrants and hose connections; and

Ten years: If timing requires during the Project period, dry sprinklers; fast response sprinklers more than two decades old; standard response sprinklers more than five decades' old.

1. A *qualified contractor or owner's representative shall inspect the facility's sprinkler system. *Qualified. Having adequate knowledge of the installation, construction, or operation of apparatus and the hazards involved. (ref: **NFPA 25**).

2. A complete walk-thru of the sprinkler system by the contractor & owner rep. shall also be conducted at this time. Any obstructions of sprinkler heads and damage to the system shall be identified at this time and documented on the report.

3. The required sprinkler report shall be completed and a copy left at the facility.

Electronic reports (PDF or platform-based)
Centralized submission to Facilities/Risk Management
Deficiency tracking log
Historical inspection records retention (3–5 years minimum)

Any issues that are documented on the report shall be reviewed at this time and a subsequent service visit shall be scheduled to address and correct those items to meet code compliance. Any deficiency impairing fire suppression systems will be communicated immediately with SIO and administration office of the impacted school:

Life safety impairment: response within **4 hours**.
Critical deficiency: repair within **24–72 hours**.
Non-critical: within **30 days**.

If the facility is equipped with a fire pump, an annual inspection shall be conducted. The required flow chart paperwork shall be completed and left at the facility plus provided to School inspector office and risk management.

5. A labeled container with spare sprinkler heads, and a wrench shall be mounted on the wall in close proximity to the main sprinkler valve and within reasonable reach of a qualified first responder.

6. Dry pipe systems shall have pitch and obstruction testing every five (5) years, if timing for same is required during Project period.

Fire Alarm System Inspections Inspection, Testing, and Maintenance Policies and Procedures

1. A qualified* service contractor or owner's representative shall inspect the facility's fire alarm system. *Qualified. Service personnel shall be qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals who are:

(a) Factory trained and certified;

(b) National Institute for Certification in Engineering Technologies fire alarm certified;

(c) International Municipal Signal Association fire alarm certified;

(d) Certified by a state or local authority; and

(e) Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems. **NFPA 72.**

Fire alarm systems must meet all requirements of Chapter 14 of the National Fire Protection Association's Code NFPA 72

2.. A complete walk-thru of the fire alarm system by the service contractor & owner rep. shall also be conducted at this time. Any obstructions of horn/strobes and/or damaged devices of the system shall be identified at this time and documented on the report.

3. The required fire alarm report shall be completed, and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct the deficiencies. Note: If the facility has an addressable fire alarm panel, it is required that an annual print-out of fire alarm panel activity be provided for review by either State and/or Local Authorities Having Jurisdiction (AHJ).

Fire Extinguisher Inspections Inspection. Testing. and Maintenance Policies and Procedures

1. A person who has undergone the training necessary to reliably perform maintenance and has the manufacturer's service manual shall service the fire extinguishers.

All fire extinguishers shall be inspected and tested according to NFPA 10.

2. When inspecting the extinguishers, the following items shall be checked:

a) Location in designated space;

b) No obstructions shall block access;

c) Operating instructions on nameplate legible and facing outward;

d) Safety seals and tamper indicators not broken and missing;

e) Fullness determined by weighing or "hefting";

f) Examination for obvious physical damage, corrosion, leakage, or clogged nozzle; and

g) Pressure gauge reading or indicator in the operable range or position.

3. Upon completing the inspection, if provided, the date and initials of the person performing the inspection shall be written on the tag provided by the service contractor, who performs the annual inspection.

4. Also, if there are deficiencies with any of the extinguishers, according to the items being checked, immediate corrective action shall be taken.

5. Maintenance of fire extinguishers shall be performed on an annual basis by a Fire Extinguisher Service Agency or Trained Industrial Safety or Maintenance Personnel.

1. Carbon Monoxide Detection Systems Inspection, Testing, and Maintenance Policies and Procedures All Carbon Monoxide Detectors shall be installed and tested in accordance with NFPA 72

All Carbon Monoxide detectors have lifecycle specifications. The detector will have a date of manufacture on the back of the detector. The detector shall be replaced in accordance with the manufacturer's instructions.

The required carbon monoxide detector performance report shall be completed and a copy left at the facility. Any issues that are documented on the report shall be reviewed at this time and a revisit shall be scheduled to address and correct those items.

List of schools and types of sprinkler coverage

Barnard adult Ed	Wet-basement
Bucks hill	none
Bunker hill	Wet Basement/ stairwells
Carrington	Wet/dry/ fire pump
Chase elem	Wet-Basement/stairwells
Driggs elem	Wet-basement
Duggan	Wet/dry- entire school
Generali	Wet-basement
Gilmartin	Wet/fire pump- entire school
Hopeville	Wet-basement
International	none
Kingsbury	Wet-basement
Maloney	Wet- entire school
Reed	Wet- entire school
Regan	none
Rotella	Wet/dry- entire school

Sprague	none
Tinker	Wet- basement
Walsh	Wet- basement
Washington	Wet- basement
Wendall Cross	Wet- entire school
Wilson	Wet-basement
North end middle	Wet entire school -
Wallace	New edition wet/dry
WAMS	Wet- entire school
West side	Wet- entire school
Crosby	New edition wet/dry
Kennedy	New addition - wet
WCA	Wet/fire pump
Wilby	Wet- entire school
Enlightment	none
State street	Wet- entire school

List of fire panels and devices

Barnard / Adult Ed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Heat Detectors – 4 Waterflow Switches – 1 Strobes – 43 Speakers - 29
Buckshill / Buckshill Pre-K	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 39 Photo Detectors – 55 Heat Detectors – 13 Waterflow Switches - 1
Bunker hill	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 16 Heat Detectors – 8 Waterflow Switches – 1

	Horns - 19 Strobes - 19
Carrington	**Notifier addressable system** Ion detectors - 32 Duct detectors - 13 Heat detectors - 10 Water flow switches 8 Smoke Duct Detectors - 6
Career Academy	Strobes – 259 Pulls – 149 Smoke Detectors - 20
Chase	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 27 Photo Detectors – 56 Heat Detectors – 2 Waterflow Switches – 1 Horns – 78 Strobes - 78
Crosby / Wallace	**Notifier addressable system** Photo Detectors – 101 B Waterflow Switches – 1 Strobes – 170 B Speakers – 170 B Smoke Duct Detectors - 24
Driggs	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 19 Photo Detectors – 67 Duct Detectors – 2 Heat Detectors – 10 Waterflow Switches – 1 Horns – 34 Strobes - 34
Duggan	**Edwards addressable system** Manual Fire Alarm Boxes – 19 Photo Detectors – 49 Waterflow Switches – 4 Horns – 169 Strobes – 169 Smoke Duct Detectors - 7
Generali	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 38 Photo Detectors – 43 Heat Detectors – 18 Waterflow Swicthes – 2 Supervisory Switches – 2 Horns – 58 Strobes - 72
Gilmartin	**Notifier addressable system** Manual Fire Alarm Boxes – 28 B Photo Detectors – 39 B Strobes – 193 Speakers -114 Duct Detectors – 23 B Heat Detectors – 13 B Waterflow Switches – 4 Smoke Duct Detectors - 5

Hopeville	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 8 Heat Detectors – 3 Horns – 30 Strobes - 30
International	**Silentnight nonaddressable system** Manual Fire Alarm Boxes – 12 Photo Detectors – 18 Horns – 14 Strobes - 14
Kennedy	**Notifier addressable system** Manual Fire Alarm Boxes – 52 B Photo Detectors – 81 B Heat Detectors – 36 B Waterflow Switches – 1 Horns – 153 Strobes - 238 Smoke Duct Detectors - 14
Kingsbury	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Photo Detectors – 24 Waterflow Switches – 7 Supervisory Switches - 3
Maloney	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 34 B Ion Detetcors – 1 Photo Detectors – 32 B Duct Detectors – 19 B Heat Detectors – 6 B Supervisory Switches – 5 B Horns – 59 B Strobes – 70 B Speakers – 7 B Smoke Duct Detectors - 6
Enlightenment	**Silentnight nonaddressable system** Manual Fire Alarm Boxes - 6 Photo Detectors - 13 Heat Detectors – 2 Horns - 6 Strobes - 6
Reed	**Edwards addressable system** Manual Fire Alarm Boxes – 21 Photo Detectors – 71 Duct Detectors – 20 Heat Detectors – 3 Strobes 193 Speakers – 95 Smoke Duct Detectors - 9
Regan	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 15 Photo Detectors – 19 Heat Detectors – 13 Horns – 14 Strobes - 23
Rotella	**Notifier addressable system** Manual Fire Alarm Boxes – 30

	Photo Detectors – 24 Duct Detectors – 4 Waterflow Switches – 2 Supervisory Switches – 7 Smoke Duct Detectors - 11
Saint Joe's	Manual Fire Alarm Boxes – 30 Photo Detectors – 1 Heat Detectors – 5
Sprague	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 26 Photo Detectors – 31 Heat Detectors – 18 Horns – 39 Strobes - 43
State St	**Notifier addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 35 Heat Detectors – 2 Strobes - 85 Speakers – 85 Smoke Duct Detectors - 4
Tinker	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 13 Waterflow Switches – 2 Horns – 29 Strobes - 29
Walsh	**Edwards addressable system** Manual Fire Alarm Boxes – 17 Photo Detectors – 19 Heat Detectors – 3 Waterflow Switches – 2 Horns – 60 Strobes - 60
WAMS	**Simplex addressable system** Manual Fire Alarm Boxes – 80 Photo Detectors – 141 Waterflow Switches – 5 Horns – 371 Strobes – 371 Smoke Duct Detectors - 8
Washington	**Notifier addressable panel nonaddressable appliances** Manual Fire Alarm Boxes – 12 Heat Detectors – 8 Waterflow Switches – 2
West Side	**Edwards addressable system** Manual Fire Alarm Boxes – 55 Photo Detectors – 149 Waterflow Switches – 1 Horns – 121 Strobes – 121 Smoke Duct Detectors - 14
Wilby / North End	**Notifier addressable system** Manual Fire Alarm – Boxes – 88 Photo Detectors – 40 B Duct Detectors – 60 B

	Waterflow Switches – 6 Strobes – 216 B Speakers – 216 B Smoke Duct Detectors - 31
Wilson School	**Edwards addressable system** Manual Fire Alarm Boxes – 28 Photo Detectors – 12 Heat Detectors – 5 Waterflow Switches – 25 Chimes – 53 Strobes – 53
Wendell Cross	**Notifier addressable system** Manual Fire Alarm Boxes – 1 Strobes – 130 Smoke Detectors – 65 Smoke Duct Detectors - 5
WCA	**Notifier addressable system** Manual Fire Alarm Boxes – 20 Photo Detectors – 81 Horns – 259 Strobes – 259 Smoke Duct Detectors - 7

Coordination Requirements:

- Work hour restrictions (after school, weekends, summer);
- Background checks/badging requirements;
- Coordination with principals and custodial staff; and
- Noise/disruption limits.

END OF ATTACHMENT E

[redacted]

FCS

Facilities Compliance Fire Protection LLC

May 28, 2026

Mr. Kevin McCaffery
Director of Purchasing
235 Grand Street
Waterbury, CT 06702

Re: RFP #8777

To whom it may concern,

Proposer Information:

a. Firm Name: Facilities Compliance Fire Protection, LLC

b. Permanent Main Office Address:
1492 Berlin Turnpike
Berlin, CT 06037

b. Date Firm Organized: 2019

d. Legal Form of Ownership:
North American Fire Holdings
5565 Glenridge Connector, Suite 225
Atlanta, GA 30342

e. How many years have you been engaged in the services you provide under your present name?
7 Years

f. Names, titles, reporting relationships, and background/experience of the principal members of your organization, including officers:

Robert Boulanger – General Manager
Fire Protection Specialist, Code Enforcer, NFPA Certified, NFPA CFI-II Fire Inspector with extensive experience focused on Connecticut fire protection systems, inspections, and code compliance.
Matthew DiNello – Fire Sprinkler Fitter
Connecticut F-1 Licensed Fire Sprinkler Fitter with experience in installation, inspection, maintenance, and repair of fire sprinkler systems.

[redacted]

FCS

Facilities Compliance Fire Protection LLC

Technical approach/Qualifications

Facilities Compliance Fire Protection, LLC has been in business since 2019 and has been providing fire protection services throughout the State of Connecticut since. We currently provide services in testing, inspections and repair of fire sprinkler systems, fire alarm systems, fire extinguishers, emergency lights, kitchen suppression systems and other fire protection services. Since 2019, we have come up with a comprehensive quality control plan to streamline and provide the utmost quality during the inspection, testing and repair process. This quality control plan and technical qualifications ensure that Facilities Compliance Fire Protection LLC provide exceptional services and support from our technicians in the field, office staff and our management team.

Facilities Compliance Fire Protections currently has employees that hold licenses for different services that enable us to provide all these services without using subcontractors. This allows us to consolidate the process of testing, inspection, and repairs to be more efficient and unified. All our technicians have gone through AFSA courses and State of CT required testing. Our technicians are provided with annual training and training throughout the year to ensure they are up to date with all training and courses required by the State of Connecticut.

FCS Fire Protection will have a dedicated lead inspector, who holds an F2 license with over 37 years of experience. As well as having an apprentice assigned to the job. FCS has dedicated office personnel for report processing, scheduling, and dispatching. FCS has 1 phone number for all services, and this number is also used for emergencies. FCS can respond within 1 hour to service calls and other such events. FCS has several similar accounts with a proven track record and knowledge of priority panels and how they function to take the system on and offline to minimize disruptions to all parties involved.

[redacted]

FCS

Facilities Compliance Fire Protection LLC

Quality Control Program

FCS field techs completing the inspections will ensure that they review prior inspection report notes and other key information to ensure the latest information is accurate. Once an FCS field tech completes the inspection it is then returned to the FCS data entry personnel. Data entry reviews the inspection reports and identifies any possible action items that may be needed for return or quoting. If a return trip is required a work order is requested from client with reasoning. If a proposal is needed FCS estimator will provide a written proposal. The data entry team reviews the report with prior reports and master report forms generated for each site. Data review is completed, and then a new report is entered into the system. Once a new report is entered it is uploaded into the FCS one drive for client saving. After saving, second data entry personnel will review any notes, comments, or return tracking. Once completed the report will be sent to the client for submission and review.

All reports for clients are saved within the FCS one drive and have duplicate cloud back up protection.

FCS has a total of (7) employees completing data entry and reviews daily. Each gets assigned to specific accounts based on size and quantities.

Should the manager or data entry find an error within tech paperwork. The tech will be brought into the office for quality control training or retraining on data entry.

Should the manager find an error with the data entry personnel. The manager will hold data entry training.

The FCS leadership executive team conducts monthly spot checks on all processes to ensure compliance is met.

Client Escalation Protocol

Our technicians follow our policies and escalation procedures if any problem should arise during inspections and testing. Here are the steps we would require tech to follow:

1. Diagnose and troubleshoot the issue.
2. Confirm the affected area.
3. Field tech to contact FCS Manager for additional information/support.
4. FCS manager to contact onsite Representative of identified issue via phone call and email backup.
5. FCS to advise clients of fire watch required on the affected riser.
6. FCS to return to complete repair following business day or that day determined by staff and part availability.

FCS

Facilities Compliance Fire Protection LLC

Notification of Monitoring Center/Check in procedures

Our technicians will follow these guidelines for check-in and notification procedures during inspections and testing. Here are the steps we would require tech to follow:

1. Arrive onsite at site for inspection and testing.
2. Check in with required staff for the day. Provide them with a list of buildings that will be under inspections and testing.
3. Tech to arrive at location and follow monitoring instructions on the FA panel to take the system offline.
4. Tech to contact security or monitoring station to ensure system is offline.
5. Once offline is confirmed, testing/inspection will be completed, and a follow up call will be completed to monitoring company to ensure signals were received.
6. Tech will be responsible for ensuring that the system is then placed back online with a monitoring company.

Work interfacing with other vendors

Our office staff/technicians will follow these guidelines for interfacing with other vendors during inspections and testing. Here are the steps we would require tech to follow:

1. All vendors needed to complete work will be communicated by FCS office staff to onsite representatives.
2. Onsite representatives will provide FCS staff with proper company and company affiliates for scheduling work.
3. FCS shall ensure the nature of response and urgency is relayed during corresponded.
4. Once the site time and dates are confirmed, FCS will schedule field tech to complete said work.
5. Field techs will work with vendors to ensure the problem is corrected and FCS shall update onsite representatives.

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

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

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

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

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

e. **Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.**
No.
f. **During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.**
No.
g. **Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?**
No.

[redacted]

FCS

Facilities Compliance Fire Protection LLC

Facility Compliance Fire Protection

Contact Information	Phone Number
Main Office- **Service, Schedule, General Questions**	(203) 440-0550
Robert Boulanger III, Cheif Executive Officer	(860) 620-7206-cell
Matthew DiNello, F-1, Fire Sprinkler Service Manager	(860) 538-7380-cell
Jonathan Maroney, Fire Alarm Service Manager	(203)606-2534 - cell
Zachary Jamele, Operations Manager/Scheduling	(203) 440-0550- *1324
Mike DiNello, Sprinkler Project Manager	(203) 440-0550-*1330
Peter Burkins, Commerical Operations Manager	(203) 440-0550- *1336
Sarah Kassey, Office Administrator	(203) 440-0550-*1329
Morgan Cianelli, Fire Alarm Office Administrator	(203) 400-0550- *1332
Kimberly Cyr, Office Assistant/Reporting	(203) 440-0550-*1328
Paul Kostka, Estimator	(203) 440-0550- *1333
Emergency Calls- After 4pm	(203) 440-0550- Press 1

Matt DiNello- mdinello@facility-compliance.com
Robert Boulanger- rboulanger@facility-compliance.com
Jonathan Maroney- jmaroney@facility-compliance.com
Zachary Jamele- zachary@facility-compliance.com
Mike Dinello- mikedinello@facility-compliance.com
Peter Burkins-pburkins@facility-compliance.com
Sarah Kassey- skassey@facility-compliance.com
Morgan Cianelli – mcianelli@facility-compliance.com
Kimberly Cyr- kcyr@facility-compliance.com
Paul Kostka - pKostka@facility-compliance.com
(Billing or Accounting only)- Admin@facility-compliance.com

[redacted]

FCS

Facilities Compliance Fire Protection LLC

May 28, 2026

Mr. Kevin McCaffery
Director of Purchasing
235 Grand Street
Waterbury, CT 06702

Re: FCS Fire Protection List of References for RFP #8777

To whom it may concern,

Please see below the following list of references.

1. Ken Baxter
   Superintendent of Facilities
   CT Transit
   860-707-1284
   kbaxter@cttransit.com
2. Thomas Welcome
   Facilities Director
   Hartford Public Schools
   860-214-9531
   WELCT001@hartfordschools.org
3. John Marquardt
   Superintendent of Mechanical
   Quinnipiac York Hill / North Haven
   203-582-5377
   John.Marquardt@quinnipiac.edu

Thank You,

Robert Boulanger

Robert Boulanger
General Manager
Facilities Compliance Fire Protection LLC

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

MATTHEW M DINELLO

90 hunting hill dr

SOUTHINGTON, CT 06489-2931

has been certified by the Department of Consumer Protection as a licensed

FIRE PROTECTION UNLIMITED CONTRACTOR

License # FRP.0041541-F1

Effective: 11/01/2025

Expiration: 10/31/2026

Bryan T. Cafferelli, Commissioner

State of Connecticut

ookup Detail View

e and Address

me	Address
MUEL A DEFRANCESCO	676 TOTOKET RD NORTHFORD, CT 06472-1457

dential Information

edential	Credential Type	First Issuance Date On Record	Effective Date	Expiration Date	Status
C.0181999-	ELECTRICAL UNLIMITED CONTRACTOR The holder of this license shall be permitted to do all electrical work as defined in section 20-330 of the general statutes (the installation, erection, maintenance, alteration or repair of any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment that generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, but does not include low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system). The requirements to qualify for this license exam shall be two (2) years as an unlimited licensed journeyperson or at least six (6) years of equivalent experience and training.	02/14/1997	10/01/2025	09/30/2026	ACTIVE

erated on: 3/9/2026 1:36:33 PM

RESUME OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT/ASSIGNMENT

(Complete one resume for each key person. No substitution of format is permitted.)

NAME OF PERSON:	Robert Boulanger
STAFF POSITION FOR THIS CONTRACT:	Managing Member
TOTAL YEARS OF EXPERIENCE:	18
YEARS WITH CURRENT FIRM:	7
EDUCATION (DEGREE AND SPECIALIZATION):	Fire Protection Specialist, Code Enforcer, NFPA
CURRENT PROFESSIONAL REGISTRATION(S)/CERTIFICATION(S)/LICENSE(S) (STATE AND DISCIPLINE):	NFPA CFI-II Fire Inspector (CT Focused)

RELEVANT CONTRACTS

(Complete this section for each key person)

1.	CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER City of Hartford- CT Tom Welcome Aidel Rodriquez	CONTRACT DURATION 5 years DATE OF NOTICE TO PROCEED 06/01/2022	DATE OF SUBSTANTIAL COMPLETION
	BRIEF DESCRIPTION *(Brief scope, size, cast, etc.)* AND SPECIFIC ROLE Fire sprinkler, kitchen suppression, fire extinguisher- inspection, testing and repairs of all City Schools and Department of Public Works Facility. Ensure all items are in compliance and provide emergency response services.		Check here if contract performed with current firm ☑
2.	CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER Quinnipiac University Keith Edwards Mike Mitsi	CONTRACT DURATION 5 years DATE OF NOTICE TO PROCEED 07/01/2020	DATE OF SUBSTANTIAL COMPLETION
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Fire sprinkler, kitchen suppression, monthly fire extinguisher, emergency lights- inspection, testing and repairs of all buildings and dorms on campus. Ensure all items are in compliance and provide emergency response services.		Check here if contract performed with current firm ☑
3.	CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER Uconn	CONTRACT DURATION 5 years DATE OF NOTICE TO PROCEED	DATE OF SUBSTANTIAL COMPLETION
	BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE monthly fire extinguisher and emergency light- inspection, testing and repairs of Uconn and all campuses. Ensure all items are in compliance and provide emergency response services.		Check here if project contract performed with current firm ☑

RESUME OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT/ASSIGNMENT

(Complete one resume for each key person. No substitution of format is permitted.)

NAME OF PERSON:	Matt DiNello
STAFF POSITION FOR THIS CONTRACT:	CT fire protection
TOTAL YEARS OF EXPERIENCE:	20
YEARS WITH CURRENT FIRM:	7
EDUCATION (DEGREE AND SPECIALIZATION):	Fire Protection Specialist
CURRENT PROFESSIONAL REGISTRATION(S)/CERTIFICATION(S)/LICENSE(S) (STATE AND DISCIPLINE):	CT fire sprinkler fitter

RELEVANT CONTRACTS

(Complete this section for each key person)

1.

CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER

City of Hartford- CT
Tom Welcome
Aidel Rodriquez

CONTRACT DURATION 5 years

DATE OF NOTICE TO PROCEED: 06/01/2022

DATE OF SUBSTANTIAL COMPLETION:

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Fire sprinkler, kitchen suppression, fire extinguisher- inspection, testing and repairs of all City Schools and Department of Public Works Facility. Ensure all items are in compliance and provide emergency response services.

Check here if contract performed with current firm: ☑

2.

CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER

Quinnipiac University
Keith Edwards
Mike Mitsi

CONTRACT DURATION 5 years

DATE OF NOTICE TO PROCEED: 07/01/2020

DATE OF SUBSTANTIAL COMPLETION:

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

Fire sprinkler, kitchen suppression, monthly fire extinguisher, emergency lights- inspection, testing and repairs of all buildings and dorms on campus. Ensure all items are in compliance and provide emergency response services.

Check here if contract performed with current firm: ☑

3.

CONTRACT/ASSIGNMENT NAME, LOCATION *(City and State)* AND OWNER

Uconn

CONTRACT DURATION 5 years

DATE OF NOTICE TO PROCEED: 7/1/24

DATE OF SUBSTANTIAL COMPLETION:

BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

monthly fire extinguisher and emergency light- inspection, testing and repairs of Uconn and all campuses. Ensure all items are in compliance and provide emergency response services.

Check here if project contract performed with current firm: ☑

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Facilities Compliance Fire Protection, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1492 Berlin Turnpike

Requester's name and address (optional)

6 City, state, and ZIP code
Berlin, CT 06037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 3 - 4 3 3 2 1 9 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/10/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment F Document

- PRICE PROPOSAL FORM

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

ATTACHMENT F
(Must be submitted as part of the Proposal in a separate sealed envelope marked **"Confidential: Price Proposal.")**

Date: 5/28/2026

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

Sir:

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

Facilities Compliance Fire Protection LLC.
(Print or Type Company/Corporate Name)

1492 Berlin Turnpike.
(Print or Type Business Address)

Berlin, CT 06037

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:

[continued on following page(s)]

ITEM #	YEAR	DESCRIPTION	TOTAL COST
1.0	1	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	$ 63,602
2.0	2	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	$ 63,602
3.0	3	FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE AS PER ATTACHMENT E, SCOPE OF SERVICES	$ 63,602
		GRAND TOTAL	$ 190,806.00

83-4332195
Social Security Number
or Federal Identification Number

Robert Boulanger
Signature of Individual or
Corporate Name

Facilities Compliance Fire Protection LLC
Company Name

Corporate Officer
(if applicable)

By: General Manager
(Title)

1492 Berlin Turnpike
(Business Address)

Berlin, CT 06037
(City, State, Zip Code)

Date: 5/28/2024

Email: rboulanger@facility-compliance.com

END OF ATTACHMENT F

REQUEST FOR PROPOSAL NO. 8777
BY THE
CITY OF WATERBURY
DEPARTMENT OF EDUCATION
FOR
FIRE SUPPRESSION EQUIPMENT TESTING AND MAINTENANCE

ATTACHMENT F
(Must be submitted as part of the Proposal in a separate sealed envelope marked **"Confidential: Price Proposal.")**

Date: 5/28/2026

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

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Facilities Compliance Fire Protection LLC.
(Print or Type Company/Corporate Name)

1492 Berlin Turnpike.
(Print or Type Business Address)

Berlin, CT 06037

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		GRAND TOTAL	$ 190,806.00

83-4332195
Social Security Number
or Federal Identification Number

Robert Boulanger
Signature of Individual or
Corporate Name

Facilities Compliance Fire Protection LLC
Company Name

Corporate Officer
(if applicable)

By: General Manager
(Title)

1492 Berlin Turnpike
(Business Address)

Berlin, CT 06037
(City, State, Zip Code)

Date: 5/28/2024

Email: rboulanger@facility-compliance.com

END OF ATTACHMENT F

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 Connecticut

SS.:_____

County of Hartford

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

1. I am the ***owner, partner, officer, representative, agent or*** General Manager of Facilities Compliance Fire Protection LLC (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.

X 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	NONE			
2				
3				
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE			
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 NONE		
2		
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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

Name	Title	DOB	Stock %
1	NONE		
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

Witness

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

_____
Witness

North American Fire Holdings, LLC
Name of Corporate Signatory

5510 Glenridge Connector Ste 225
Address of Business Atlanta, GA 30342

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: General Manager
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 Connecticut)

) SS

County of Hartford)

_____ being duly sworn,

deposes and says that he/she is General Manager of FCS Fire Protection and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 28 day of May 2026.

_____
(Notary Public)

My Commission Expires: _____

Sara Marie Kassay
Notary Public-Connecticut
My Commission Expires
April 30, 2027

FILL IN AND RETURN WITH YOUR SUBMISSION

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

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

RFP No. 7089
(Service or Commodity Covered by Contract)

3 years - July 24, 2023 - July 24, 2026
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

FILL IN AND RETURN WITH YOUR SUBMISSION

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202(2))
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City ☐

Purchase Orders (Associated with RFP 7489)
(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 [X]

(Name of Official)

(Position with City)

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

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

(Name of Official)

(Position with City)

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

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

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

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

I have read and agree to the above certification.

Facilities Compliance Fire Protection, LLC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory) — Date: 5/28/2020

Robert Boulanger, General Manager
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☑

FILL IN AND RETURN WITH YOUR SUBMISSION

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier coverod 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: Facilities Compliance Fire Protection LLC
1490 Berlin Tpke
Berlin, CT 06037

Print Name and Title of Authorized Representative: Robert Boulanger, General Manager

Signature of Authorized Representative:

Date: 5/28/2026

THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 7/9/2026

From: **Delinquent Tax Office**

To: **Jerry Gay- Contract Manager**
Department of Education

Subject: **Tax Clearance Verification**

As of the date of this letter, the records of the Tax Collector's Office indicate that the following ***is not*** delinquent in the payment of property taxes, water charges, or parking tickets.

Facilities Compliance Fire Protection, LLC
North American Fire Holdings, LLC
5565 Glenridge Connector, Ste. 225
Atlanta, GA 30342

If you have any questions or require additional information regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Respectfully,

Heidi Barbieri. CCMC
Deputy Tax Collector
City of Waterbury

HB/wf

MAY 2026 EXPENDITURE REPORT

#9a

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$10,922,425	$10,922,425	$9,675,308	$0	$1,247,117	$10,949,322	($26,897)
511102	Teachers	$32,216,577	$32,216,577	$23,074,959	$0	$9,141,618	$32,085,529	$131,048
511104	Superintendent	$454,426	$454,426	$406,337	$0	$48,089	$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	$820,352	$0	$537,719	$1,055,169	$302,902
511109	School Social Workers	$2,365,883	$2,365,883	$1,704,977	$0	$660,906	$2,215,960	$149,923
511110	Speech Pathologists	$2,498,279	$2,498,279	$2,520,416	$0	($22,137)	$3,149,759	($651,480)
511111	Assistant Superintendent	$173,250	$173,250	$19,990	$0	$153,260	$19,990	$153,260
511113	Extra Compensatory Stipend	$159,000	$159,000	$140,566	$0	$18,434	$140,566	$18,434
511201	Non-Certified Salaries	$3,039,351	$3,039,351	$2,545,018	$0	$494,333	$2,938,500	$100,851
511202	Clerical Wages	$1,182,727	$1,182,727	$1,006,445	$0	$176,282	$1,134,429	$48,298
511204	Crossing Guards	$391,442	$391,442	$401,760	$0	($10,318)	$454,079	($62,637)
511206	Educational	$418,909	$418,909	$260,264	$0	$158,645	$298,579	$120,330
511212	Substitute Teachers	$520,000	$520,000	$239,676	$14,326	$265,998	$248,261	$271,739
511217	Library Aides	$148,125	$148,125	$146,912	$0	$1,213	$161,696	($13,571)
511219	School Clerical	$2,421,154	$2,421,154	$2,210,545	$0	$210,609	$2,477,401	($56,247)
511220	Fiscal Administration	$775,301	$775,301	$522,900	$0	$252,401	$585,558	$189,743
511222	Transportation Coordinator	$217,296	$217,296	$188,247	$0	$29,049	$211,778	$5,518
511223	Office Aides	$180,000	$180,000	$118,153	$0	$61,848	$132,667	$47,333
511225	School Maintenance Non-Certified	$2,675,166	$2,675,166	$2,110,528	$0	$564,638	$2,380,638	$294,528
511226	Custodians Non-Certified	$6,242,816	$6,242,816	$5,478,326	$0	$764,490	$6,189,246	$53,570
511227	Overtime - Outside Activities	$300,000	$300,000	$185,331	$0	$114,669	$256,000	$44,000
511228	Paraprofessionals	$10,056,786	$10,056,786	$9,488,010	$0	$568,776	$10,357,617	($300,831)
511229	Bus Duty	$265,000	$265,000	$4,799	$0	$260,201	$216,184	$48,816
511232	Attendance Counselors	$131,096	$131,096	$84,210	$0	$46,886	$101,411	$29,685
511233	ABA Behaviorial Therapist	$917,094	$917,094	$691,799	$0	$225,295	$787,117	$129,977
511234	Interpreters	$158,714	$158,714	$143,186	$0	$15,528	$155,035	$3,679
511236	Snow Removal	$0	$0	$108,822	$0	($108,822)	$108,822	($108,822)
511650	Overtime	$775,000	$775,000	$631,091	$0	$143,909	$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	$222,039	$0	$789,708	$1,011,747	$0
511800	Vacation and Sick Term Payout	$548,442	$548,442	$152,378	$0	$396,064	$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	$89,600	$0	$15,200	$104,800	$0
529003	Meal Allowances	$15,000	$18,766	$17,633	$167	$966	$18,760	$6
Subtotal Salaries		**$94,945,569**	**$94,949,335**	**$77,637,665**	**$14,494**	**$17,297,176**	**$94,220,221**	**$729,114**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$3,486,783	$571,421	$141,796	$4,309,500	($109,500)
533020	Consulting Services	$269,796	$269,796	$142,675	$91,111	$36,010	$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	$33,099	$6,732	$169	$40,000	$0
543000	General Repairs & Maintenance	$1,546,830	$1,457,898	$1,042,688	$350,350	$64,860	$1,457,898	$0
543011	Maintenance - Service Contracts	$920,000	$889,477	$749,806	$139,671	$0	$889,477	$0
544002	Building Rental	$581,542	$581,538	$524,289	$43,117	$14,132	$581,538	$0
545002	Water	$275,000	$275,000	$197,127	$0	$77,873	$275,000	$0
545006	Electricity	$3,900,000	$4,230,000	$3,512,737	$0	$717,263	$4,237,534	($7,534)
545013	Security/Safety	$100,000	$97,476	$88,086	$7,256	$2,134	$97,476	$0
551000	Pupil Transportation	$20,916,330	$21,197,120	$16,801,344	$3,953,049	$442,727	$21,253,680	($56,560)
553001	Postage	$45,000	$45,000	$33,009	$0	$11,991	$45,000	$0
553002	Telephone	$200,000	$227,500	$210,417	$6,328	$10,755	$227,500	$0
553005	Wide-area Network (SBC)	$100,408	$100,408	$86,113	$14,295	$0	$100,408	$0
556055	Tuition - Outside	$19,600,856	$19,040,559	$14,793,208	$2,189,895	$2,057,456	$18,610,211	$430,347
556056	Purchased Service - Outside	$4,655,000	$4,498,543	$2,957,394	$1,265,405	$275,743	$4,285,070	$213,473
557000	Tuition Reimbursement	$15,000	$16,841	$16,841	$0	$0	$16,841	$0
558000	Travel Expenses	$5,000	$15,002	$14,632	$0	$371	$15,002	$0
559001	Advertising	$13,000	$283	$283	$0	$0	$283	$0
559002	Printing & Binding	$18,000	$31,630	$12,090	$16,996	$2,544	$29,086	$2,544
559104	Insurance - Athletics	$22,351	$19,851	$19,851	$0	$0	$19,851	$0
Subtotal Purchased Services		**$57,513,113**	**$57,322,923**	**$44,811,471**	**$8,655,628**	**$3,855,824**	**$56,850,151**	**$472,772**
Supplies/Materials								
561100	Instructional Supplies	$1,392,104	$1,052,623	$942,939	$41,622	$68,062	$1,052,623	$0
561200	Office Supplies	$75,590	$51,357	$37,532	$2,242	$11,583	$39,774	$11,583
561210	Intake Center Supplies	$3,500	$3,424	$3,046	$378	$0	$3,424	$0
561211	Recruitment Supplies	$50,000	$40,000	$26,245	$7,874	$5,881	$40,000	$0
561212	Medicaid Supplies	$8,000	$6,175	$6,024	$151	$0	$6,175	$0
561501	Diesel	$160,284	$160,284	$125,236	$26,991	$8,057	$160,284	$0
561503	Gasoline	$208,294	$208,294	$173,336	$14,525	$20,433	$208,294	$0
561505	Natural Gas	$1,650,000	$2,200,000	$2,098,074	$0	$101,926	$2,380,488	($180,488)
561507	Janitorial Supplies	$465,000	$465,000	$381,029	$59,478	$24,493	$465,000	$0
561508	Electrical Supplies	$60,000	$39,461	$22,982	$14,897	$1,582	$39,461	$0
561509	Plumbing Supplies	$110,000	$137,881	$121,053	$14,224	$2,604	$137,881	$0
561510	Building & Ground Supplies	$200,000	$199,806	$169,366	$25,523	$4,917	$199,806	$0
561511	Propane	$338,500	$338,500	$337,960	$540	$0	$338,500	$0
567000	Clothing Supplies	$50,000	$48,975	$47,700	$1,275	$0	$48,975	$0
567001	Crossing Guard Uniforms	$2,000	$1,784	$1,784	$0	$0	$1,784	$0
569010	Recreational Supplies	$15,000	$17,160	$10,308	$1,162	$5,690	$11,470	$5,690
569029	Athletic Supplies	$137,896	$135,079	$133,133	$1,020	$925	$135,079	$0
Subtotal Supplies/Materials		**$4,926,168**	**$5,105,802**	**$4,637,747**	**$211,902**	**$256,153**	**$5,269,016**	**($163,214)**

ACCOUNT	CLASSIFICATION	FY 26 ORIGINAL BUDGET	FY 26 ADJUSTED BUDGET	MAY EXPENDITURE	MAY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$7,647	$6,856	$791	$0	$7,647	$0
575200	Office Equipment	$170,000	$170,000	$82,489	$10,770	$76,742	$158,625	$11,375
575408	Plant Equipment	$40,000	$23,234	$23,130	$104	$0	$23,234	$0
Subtotal Property		**$225,000**	**$200,881**	**$112,475**	**$11,665**	**$76,742**	**$189,506**	**$11,375**
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	$18,976	$0	$1,724	$20,700	$0
589036	Emergency Fund	$9,450	$9,139	$9,139	$0	$0	$9,139	$0
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$13,300	$10,958	$0	$2,342	$13,300	$0
589205	Coaches Reimbursements	$3,000	$3,000	$2,031	$0	$969	$3,000	$0
589900	Dues & Publications	$65,000	$42,705	$41,025	$1,680	$0	$42,705	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$145,000	$195,216	$185,215	$0	$10,001	$195,216	$0
Total Other/Miscellaneous		**$765,150**	**$796,059**	**$775,513**	**$5,510**	**$15,036**	**$796,059**	**$0**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$127,974,871**	**$8,899,198**	**$21,500,931**	**$157,324,952**	**$1,050,048**
	Alliance Non-Reform/Reform	**$71,617,091**	**$71,617,091**	**$52,898,327**	**$0**	**$18,718,764**	**$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**	**$52,898,327**	**$0**	**$22,343,764**	**$71,617,091**	$3,625,000
GRAND TOTAL ALL FUNDING		**$233,617,091**	**$233,617,091**	**$180,873,198**	**$8,899,198**	**$43,844,695**	**$228,942,043**	**$4,675,048**

#9b

CITY OF WATERBURY
DEPARTMENT OF EDUCATION

7/23/2026

Board of Education

Board of Education Commissioners:

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2026-2027 from Capital Improvement Budget:

FROM:

Accounting Unit	Account	Activity	Description	An
60180	547000	6018080099995	Capital Improvement - BOE Unallocated (Sinking Fund)	

TO:

60180	543000	6018080027855	Kennedy Pool Repair (SF)	$44,458.54

TOTAL **$44,458.54**

Transfer funds from BOE Unallocated Sinking Fund to fund repairs to the Kennedy Pool Repair needed for an amendment to incorpora to support the slab. The basis of the modification is driven by uinforseen site conditions.

Respectfully Submitted,

Dr. Darren Schwartz
Superintendent of Schools

nount
$44,458.54

$44,458.54

ıte alternate footing

#10

Use of School Facilities

The Waterbury Board of Education (the "Board") recognizes that the school, building, and grounds are a community center and a valuable public resource. The Board encourages the use of school facilities for activities, with a particular interest in serving Waterbury residents and students, provided that such use does not interfere with district and school programs and activities.

In accordance with Conn. Gen. Stat. § 10-239, the Board may permit the use of any school facility for nonprofit educational or community purposes, whether or not school is in session. The Board may also grant temporary use of any school facility for public, educational, or other purposes, including holding political discussions, when the facility is not in use for school purposes. In addition, the Board shall grant such use for any purpose of voting under the provisions of Title 9 of the Connecticut General Statutes, whether or not school is in session. In accordance with 20 U.S.C. § 7905, the Board shall not deny equal access to or a fair opportunity to meet, or otherwise discriminate against any group officially affiliated with the Boy Scouts of America (or any other youth group listed as a patriotic society in Title 36 of the United States Code) that wishes to conduct a meeting using school facilities pursuant to this policy. Such uses shall be governed by the following rules and procedures, and shall be subject to such restrictions as the Superintendent or his/her designee considers expedient.

Consistent with this policy, the Superintendent or designee shall develop and disseminate administrative regulations and associated forms governing the use of school buildings and facilities by the community and other groups. Since the primary purpose of school facilities is educational activities, these activities will take priority over all other requested uses. All internal applications will be approved by the Superintendent or designee. All external applicants will be approved by the Board.

Eligible Organizations and Priority of Use

Internal/COO Approval-No fee if use does not generate revenue for personal gain

1. District and Waterbury Public School functions
2. District and Waterbury Public School-affiliated groups (includes PTOs/SGCs/Community School Functions)
3. Official bodies and agencies of the City of Waterbury
4. Public and Private Schools in Waterbury for student functions (swimming pool fee applies)
5. Waterbury-based non-profits primarily serving Waterbury children

External/BOE Approval-Eligible for Fee Waivers

6. Waterbury-based non-profit groups
7. Non-Waterbury-based non-profit groups

External/BOE Approval-Not Eligible for Fee Waivers

8. Waterbury-based organizations and for-profit groups
9. Out-of-town organizations and for-profit groups

Application Procedures

Applications for use of any school building, specific area within a school building, athletic fields, and any other school facilities shall be submitted to the Superintendent's Designee, in accordance with the Administrative Regulations.

Use of School Facilities

The approval process for city, district, and school-based activities will follow internal procedures and forms to expedite approvals and prioritize use.

Fees

Use of facilities for district functions, school events, school-affiliated groups, City of Waterbury departments, public and private schools within Waterbury, and Waterbury-based non-profits primarily serving Waterbury children will be without charge.

Any organization applying for building use will have fees calculated according to the fee schedule. If an organization seeks a fee waiver, the waiver form must be completed at the time of application. The Superintendent or designee will update The Board yearly of fee schedules and collections.

Types of Activities that will not be permitted for all internal or external applicants

1. Activities advocating the overthrow of the United States or the State of Connecticut, or of local government agencies.
2. Activities that are contrary to the laws of the State of Connecticut shall be strictly forbidden in the school or on school grounds.
3. Any activity that may violate the fundamental principles guiding ethical behavior or be injurious to the buildings, grounds, or equipment of the schools.
4. Any purpose in conflict with school activities or normal school operations.
5. Activities, which are discriminatory in nature or promote discrimination or other illegal activity.

Restrictions on Use of School Facilities

1. All rooms and areas used shall be left in the same condition as prior to the permitted use. The renter shall be held responsible for any damage to the school facility or any part thereof, including furnishings or equipment, during the renter's use of the building.
2. Illegal activities will not be tolerated, and any violations may justify permanent restriction of the organization involved and will be referred to the Waterbury Police Department.
3. Use or possession of alcoholic beverages or controlled substances shall not be permitted on school property. There shall be no smoking or vaping in school buildings.
4. For all external applicants, the Board of Education requires organizations to provide a Certificate of Insurance having a minimum General Liability of $1,000,000 each Occurrence, $2,000,000 General Aggregate, and $2,000,000 Products/Completed Operations Aggregate naming the City of Waterbury, its Board of Education, agents, officers, and other employees as additional insureds.
5. All vendors must be included in applications and have proper insurance.
6. Refreshments may only be served in designated areas.
7. Decorations and items of a flammable nature are prohibited.
8. Activities that are disruptive to the school environment are prohibited.
9. Obscene or inappropriate advertising, decorations, or materials are not permitted.
10. No nails, screws, bolts, or other surface-penetrating articles shall be driven into any part of the building without special permission from the School Inspector.

11. No paint or similar products shall be used on any part of the building.

Use of School Facilities

12. All decorations, equipment, and empty containers belonging to the renter and used during the affair must conform to the state and local fire code and be removed by the renter at the end of the event. Otherwise, school officials shall order the articles to be removed at the renter's expense.
13. The use of school facilities only pertains to the approved application, including the closest located restrooms. If the affair is an athletic event, the locker rooms may be used. No other parts of the building shall be used.
14. Special equipment, including but not limited to sound systems, stage lighting, and similar items, may require a technician. The technician will be paid by the user. School equipment shall not be operated by anyone other than a Waterbury Public School employee.
15. Permission to use or rent school premises is not transferable under any circumstances. Groups receiving permission are restricted to the approved dates and hours and to the specified building area and facilities, unless requested changes are approved.
16. Any alteration to the school day, such as cancellations or early dismissals, will automatically cancel any scheduled events.
17. Weekend events may be canceled due to inclement weather.
18. All events must end by 9:30 p.m. in order to allow the custodians ample time to secure the building. Overtime will be billed if necessary.
19. All youth organizations require proper supervision, and it is the responsibility of the organization to conduct all background checks to ensure the safety of participants.
20. Sneakers must be worn on all gymnasium floors.
21. All personal and district property shall not be part of classroom or facility use. Organizations and individuals must provide their own materials.
22. All permissions are considered revocable and do not guarantee usage. The Board of Education may reject any application or revoke any permit.

Legal References:
Conn. Gen. Stat. § 10-239
Conn. Gen. Stat. § 10-215f
Conn. Gen. Stat. § 10-221q
Conn. Gen. Stat. Title 9
Boy Scouts of America Equal Access Act, 20 U.S.C. § 7905 Patriotic and National Organizations, 36 U.S.C. § 1010 et seq.

Organization and Methods of Operation

Organization

a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chair Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.

b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1st of each odd numbered year. The meeting shall be called to order by the Chair. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.

c) The Board may allow student representatives to the Board of Education consistent with Corporation Counsel's opinion of December 31, 2018 and Board policy.

Public Meetings

a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions.

b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.

c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.

d) All meetings shall be held at 6:30 p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chair.

e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.

f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.

g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and **without debate**.

h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted.

i) During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.

Organization and Methods of Operation, continued

Executive Sessions

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
2. Strategy and negotiations with respect to pending claims and litigation.
3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) Section 1-210 of the Connecticut General Statutes.

Construction of the Agenda

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

Posting of the Agenda

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

Duties of the Chair

The Chair shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chair to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.

Organization and Methods of Operation, continued

Duties of the President

a) In the absence of the Chair, the Board President shall preside at all Board meetings.
b) The President shall appoint liaison positions as appropriate.
c) The President shall appoint ad-hoc committees as needed.
d) The President or his/her designee will conduct orientation/training for all new Board members within 30 days of taking office.
e) Conduct a Board self-evaluation yearly and make provisions for Board member professional development.

Duties of the Vice President

In the absence of Chair and the President, the Vice President shall preside at the Board meeting.

Duties of the Secretary

a) Review and report minutes to the Board.
b) In the absence of the Chair, President, and Vice President, the Secretary shall preside at the Board meeting.

Order of Business

a) Business shall proceed in the following order, unless the Board otherwise directs:

1. Silent Prayer
2. Pledge Allegiance to the Flag
3. Minutes of previous meeting
4. Communications
5. Public addresses the Board
6. Superintendent's Report
7. President's Comments
8. Consent Calendar
9. Committee reports
10. Adjournment

b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

Standing Committees

a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less, the member first named to be chairperson, who will appoint a vice-chairperson:

1) The Committee on Policy and Legislation
2) The Committee on Curriculum
3) The Committee on School Personnel
4) The Committee on Building and School Facilities
6) The Committee on Finance
7) The Committee on Grievances

At least one member of each committee shall be a member of the minority party.

Organization and Methods of Operation, continued

b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.

c) All Committee actions are subject to the approval of the Board. All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee Chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.

d) The Board will allow electronic participation of members of Standing Committees and Ad-hoc Committees in accordance with Board Policy #9005 "Electronic Participation".

Committee on Policy and Legislation

a) The Committee on Policy and Legislation shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District. The Committee will maintain open communication with State and Federal officials regarding the district's needs and how they may be affected by proposed, pending, and/or enacted state and federal legislation.

b) The Committee shall have general authority over the by-laws of the Board.

c) The Committee will keep the Board abreast of any legislation that could impact the district.

d) The Committee shall ensure alignment of Policy to Local, State, and Federal Enactments.

e) The Committee shall evaluate the effectiveness of current standing committees bi-annually in October of the even years.

Committee on Curriculum

a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.

b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.

c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.

d) Proposals for overnight field trips and/or to destinations outside the State of Connecticut shall be submitted to the Committee for transmittal to the Board.

Organization and Methods of Operation, continued

Committee on School Personnel

a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals.

b) The chair of the Committee on Personnel, or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.

c) The Committee will review all new job positions and new job specifications for recommendation to the Board.

Committee on Building and School Facilities

a) Subject to Board approval, the Committee on Building and School Facilities shall have general authority for the maintenance and operation of all buildings. The Committee shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.

b) The Committee shall coordinate the Board's operation of school buildings with other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.

c) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part-time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.

d) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.

e) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes in accordance with Board of Education Policy 1330.

Committee on Finance

a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget and the Superintendent's presentation of the budget to the Board of Aldermen.

Organization and Methods of Operation, continued

b) The Committee shall be responsible for reviewing all grants and grant-funded contracts or agreements submitted for Board of Education approval for submission to the State and/or other agency.

c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.

Committee on Grievances

a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.

b) The Clerk shall be responsible for the preparation and distribution of grievance forms.

c) Committee members are expected to be present during all grievance hearings.

Miscellaneous

Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".

Adopted December 1, 2017.
Revised on January 18, 2018, August 16, 2018,
September 20, 2018, February 21, 2019, and March 21, 2019.
Adopted December 1, 2019.
Revised and renamed on 04/15/21
Adopted on December 1, 2021, December 1, 2023, and December 1, 2025

#11

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, July 23, 2026**
BOARD MEETING: **Thursday, July 23, 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
M. Zaldivar-Barahona	Wilby rm. 346: Thurs.., Aug. 29th 8am-3pm (MLED ESL Shelte Teachers Dprf. Dev.P
J. Sarja	Wilby lib., LCC, rms. 309 & 343, leadership rm. & café: Aug. 20th & Se[y/ 3-th 7am-3:30pm (Prof Learning)
V. Harris	West Side aud.: Aug. 20th Sept. 30th Dec. 2nd 8am-3pm (Prof. Learning for Social Studies Dept.)
L. Davenport	Crosby café: Aug. 20th 7:30am-11:30am (Professional Learning secondary Science)
D. Lucian	Career Academy library: Thurs., Aug. 20th 8am – 3pm (Professional Development for Media Specialists)
B. Corbin	Crosby café & several rms.: Thursday, Aug. 20th 8am – 3pm (for content professional development)
B. Corbin	Wallace media center & rooms: Thursday, Aug. 20th 8am – 3pm (for content professional development)
L. Riddick	Career Academy gym: October 2nd, January 22, & April 23rd. (American Red cross blood Drives 7am – 2pm)
L. Martin	Rotella community rm.: Sept. 10th thru Sept. 18th (Fall book Fair)
W.C.E.A. D. Orsatti	Rotella café: Thursday, October 8th 5:30 – 8:00 pm (annual White Collar Union convention)
M. Calabrese	Gilmartin community rm.: October 16th & 30th and November 17th 8:30am – 3:00pm (Prof. Development for literacy Facilitators)
D. Barry Dir. of Safety & Security	Crosby/Wallace Complex: Wednesday, August 19, 2026 6:00 AM – 12:00 PM (City Wide Drill)

M. Zaldivar-Barahona	Reed library: Thursday, Aug. 20th 8:30am – 3:00pm (K-5th Grade MLED teacher Professional Development
M. Bergin	Rotella café, community rm. & art rm.: Thursday, August 20th 8am – 3pm (Preschool Professional Development)
D. Wallace	Rotella community room & may need the café 7:35am-8:35am (for the 2026-2027 school year Before Care Program)
M. Calabrese	Carrington, Maloney, Gilmartin, W. Cross : café & lib. Rotella library & community rm. Reed music room & café (Aug. 20th and Sept. 30th 7:30am-3:30pm (Prof. Learning/Science)
B. Sejdaras	Career Academy: Tues, Sept. 29th 5:00-7:30 pm (Financial Aid Night for students & their family)
D. Respondowska	WAMS lg. dance studio: 10/29/26 2-4pm (rehearsal) and 10/30/26 5-7pm (prep and 6:00pm show) WAMS small dance studio: Fridays Sept. 2026 thru May 2027 2-3 pm (rehearsal time for NHS for Dance Arts) WAMS Recital Hall: Fri., May 21st 4:30-8:00 pm (NHS for Dance Arts Induction ceremony)
Human Resources Joan Chabot	Kennedy café: Thursday, July 23rd 4:00-6:30 pm (Police officer background meeting) W. Cross café & classrooms: Saturday, Sept. 19th 7am-2pm (Promotional Police Lieutenant exam)
Dr. Boatright	WAMS atrium & 3 rms.: Thursday, Aug. 20th 8am-3m Atrium: 8am-12:30pm and 3 classrooms: 12:30pm-3:00pm (Prof. Dev. for school counselors)
T. Menzies	Crosby aud. & 12 rooms: Thursday, Aug. 20th 8:00am-3:00pm (District SPED Prof. Dev.)
H. Fenn	North End media ctr.: Aug. 19th & 20th 8am – 3:30pm Prof. Dev. (for school nurses and public health assistants)
I Morales	WAMS atrium: Wed., Aug. 19th 5:00-7:00 pm (New Student Orientation – for accepted students and families)
M. Caisse	WAMS apron stage: Oct. 23rd – Oct. 25th 7pm – 8am (24 hour musical) WAMS chorus/lg. dance rm.: Aug. 28th - Nov. 22nd 2pm-6pm (full musical rehearsals)

Book

SCHOOL PERSONNEL USE ONLY

DATE: **5/ 12 /26**

TO: SCHOOL BUSINESS OFFICE

FROM: **Mr. Manuel Zaldivar – Barahona**

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

NAME OF SCHOOL REQUESTED: **Wilby High School**

☐ Auditorium ☐ Gymnasium ■ Room 346 ☐ Café/Rooms

DATES REQUESTED: **August 20, 2026**

FROM: **8:00** **AM**/PM TO: **3:00** am/**PM**

FOR THE FOLLOWING PURPOSES:

MLED ESL Shelter Teacher's PD

APPLICANT

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

Yook

SCHOOL PERSONNEL USE ONLY

DATE: August 20, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Jennifer Sarja, Secondary ELA Department

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

NAME OF SCHOOL REQUESTED: Wilby High School

- Library
- LCC
- Leadership Room
- Cafeteria
- 309 (Eddie Tiru)
- 343 (Sincuir)

DATES REQUESTED: August 20, 2026 AND September 3, 2026

FROM: ___7_____ am/pm TO: _____3:30_____ am/pm

FOR THE FOLLOWING PURPOSES:

Professional Learning for Secondary ELA Department on August 20th and September 30, 2026.

Jennifer Sarja
APPLICANT

SCHOOL PERSONNEL USE ONLY

DATE: May 6, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Veda Harris, K-12 Social Studies Supervisor

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

NAME OF SCHOOL REQUESTED: West Side Middle School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: August 20, 2026, September 30, 2026, and December 2, 2026

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

FOR THE FOLLOWING PURPOSES:

For District full day content professional learning for the social studies department.

Veda Harris

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: 5/6/26

TO: SCHOOL BUSINESS OFFICE

FROM: Lindsay Davenport

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

NAME OF SCHOOL REQUESTED: Crosby

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 8/20/26

FROM: 7:30 am/pm TO: 11:30 am/pm

FOR THE FOLLOWING PURPOSES:

WPS Professional Learning Series Secondary Science. The day will focus on department updates, curriculum review and planning for the upcoming 2026-27 school year. The cafeteria will be needed for the morning to accommodate up to 120 participants.

Lindsay Davenport
K-12 Science Supervisor
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: 4/14/2026

TO: SCHOOL BUSINESS OFFICE

FROM: David Lucian

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 08/20/2026

FROM: 8 (am)/pm TO: 3:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

I would like to use the WCA library 1 for the entire day on our professional development day for Library Media Specialist. We have one presenter who will be coming to the school to show a platform to the teachers will be using throughout the school year.

David Lucian
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 3/31/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Beth Corbin

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

NAME OF SCHOOL REQUESTED: Crosby High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Thursday, 8/20/2026

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

FOR THE FOLLOWING PURPOSES:

Use for content PD. Requesting the following rooms: Cafeteria and Rooms 252E, 346E, 235E, 236E, 327E, and 345E.

Elizabeth Corbin
APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 3/31/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Beth Corbin

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

NAME OF SCHOOL REQUESTED: Wallace Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Thursday, 8/20/2026

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

FOR THE FOLLOWING PURPOSES:

Use for content PD. Requesting the following rooms: Library Media Center, Room 272, and Room 134

Elizabeth Corbin
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.

ok
10/2

SCHOOL PERSONNEL USE ONLY

DATE: 5/18/26

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard

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: 10/2, 1/22/27 and 4/23/27

FROM: 7 am/pm TO: 2 am/pm

FOR THE FOLLOWING PURPOSES:

American Red Cross Blood Drives for SY 26-27

Lynda Rae
APPLICANT

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

Yook

SCHOOL PERSONNEL USE ONLY

DATE: May 28, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Lauren Martin

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 ☑ Café/Rooms (Community Room)

DATES REQUESTED: Sept. 10, 2026 - Sept. 18, 2026

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

all week

FOR THE FOLLOWING PURPOSES:

Fall Book Fair - Please have the room locked when Book Fair is not open

Lauren Martin
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.

Yoder

SCHOOL PERSONNEL USE ONLY

DATE: 5-21-26

TO: SCHOOL BUSINESS OFFICE

FROM: W.C.E.A Union
Donna Onsatti, 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, Oct. 8th, 2026

FROM 5:30 am/(pm) TO 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Annual Convention of The W.C.E.A. White Collar Union

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.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 6/15/26

TO: SCHOOL BUSINESS OFFICE

FROM: Melissa Calabrese

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

NAME OF SCHOOL REQUESTED: Gilmartin Community Room

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 10/16, 10/30, & 11/17

FROM: 8:30 am TO: 3:00 pm

FOR THE FOLLOWING PURPOSES:

Professional Development for Literacy Facilitators from Cormier Consulting on Coaching .

Melissa Calabrese
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: 7-9-26

TO: SCHOOL BUSINESS OFFICE

FROM: Dan Barry

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: Crosby-Wallace Complex

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Wed. August 19, 2026

FROM 6 (am/pm) TO 12 am/(pm)

FOR THE FOLLOWING PURPOSES:

City-Wide Drill

D.B

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.

Book

SCHOOL PERSONNEL USE ONLY

DATE: **4/24/26**

TO: SCHOOL BUSINESS OFFICE

FROM: **Mr. Manuel Zaldivar – Barahona**

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

NAME OF SCHOOL REQUESTED: **Reed Elementary School**

☐ Auditorium ☐ Gymnasium ■ Library ☐ Café/Rooms

DATES REQUESTED: **August 20, 2026**

FROM: **8:30** **AM**/PM TO: **3:00** am/**PM**

FOR THE FOLLOWING PURPOSES:

K- 5th Grade MLED Teacher PD

APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 3/31/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

The undersigned hereby makes application for use of school facilities

NAME OF SCHOOL REQUESTED: Rotella School Cafeteria, Art Room and Community Room

☐Auditorium ☐ Gymnasium Community Room ☐ Café/Rooms ☐ Cafeteria ☐ Art

Room

DATES REQUESTED: Thursday, August 20, 2026

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

FOR THE FOLLOWING PURPOSES:

Preschool Professional Development

Maureen Bergin
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: 6/22/26

TO: SCHOOL BUSINESS OFFICE

FROM: Dana Wallace

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

NAME OF SCHOOL REQUESTED: Rotella

☒ Community room

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms if needed

DATES REQUESTED: 26-27 SY

FROM: 7:35 am/pm TO: 8:35 am/pm

FOR THE FOLLOWING PURPOSES:

Before Care Program

APPLICANT

D. Wallace

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: 5/1/26

TO: SCHOOL BUSINESS OFFICE

FROM: Melissa Calabrese

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

NAME OF SCHOOL REQUESTED:
Cafeteria/Library at Carrington, Maloney, Gilmartin, Wendell Cross.
Community Room/Library at Rotella. Music Room/Cafeteria at Reed

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 8/20/26 and 9/30/26

FROM: ___7:30 am_ TO: ___3:30 pm

FOR THE FOLLOWING PURPOSES:

WPS Professional Learning Series Science/ELA. The day will focus on department updates, curriculum review and planning for the upcoming 2026-27 school year. Two spaces will be needed for the entire day that can accommodate up to 40 participants.

Melissas Calabrese_____
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: 06/10/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Benjola Sejdaras

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

NAME OF SCHOOL REQUESTED: W. C. A

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 09/29/2026

FROM: 5:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

"FINANCIAL AID NIGHT" FOR SENIOR STUDENTS & THEIR FAMILIES

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: __6/18/26

TO: SCHOOL BUSINESS OFFICE

FROM: Dea Respondowska

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

NAME OF SCHOOL REQUESTED:

WAMS Large Dance Studio

DATES REQUESTED: _10/29/26 2-4PM Tech rehearsal

10/30/26 5:00 PM to 7:00PM (prep and 6PM show)

FOR THE FOLLOWING PURPOSES:

Sleepy Hollow Interdisciplinary Arts project, rehearsals and performance.

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:June 18, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: _____Dea Respondowska__

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

NAME OF SCHOOL REQUESTED: WAMS

Small Dance Studio

DATES REQUESTED:
Fridays in 2026: 9/4,9/11,9/18,9/25, 10/2,10/9,10/16,10/23, 10/30, 11/6,11/13,11/20, 12/4,12/11,12/18,

Fridays in 2027:1/08, 1/15,1/22,1/29,2/5,2/12,2/19,2/26,3/5,3/12, 3/19, 3/26, 4/2, 4/9, 4/16, 4/23, 4/30, 5/7, 5/14, 5/21, 5/28

FROM: 2:00PM_-TO 3:00PM

FOR THE FOLLOWING PURPOSES:

___Rehearsal time for National Honor Society for Dance Arts.

_____
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: _____6/17/2026_____

TO: SCHOOL BUSINESS OFFICE

FROM: _____Dea Respondowska_____

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

NAME OF SCHOOL REQUESTED: __WAMS___

Recital Hall

DATES REQUESTED: _____May 21st 2027____FROM: _4:30 pm TO: 6:00PM

Event to begin at 5PM FOR THE FOLLOWING PURPOSES:

National Honor Society for Dance Arts Induction ceremony_

_____
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.

Ok

SCHOOL PERSONNEL USE ONLY

DATE: July 14, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Joan Chabot, Human Resources

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

NAME OF SCHOOL REQUESTED: **KENNEDY HIGH SCHOOL**

☐ Auditorium/Theater Arts ☐ Gym ☒ Cafeteria ☐ Classrooms

DATES REQUESTED: Thursday, July 23, 20263

FROM: 4:00 **pm** TO: 6:30 **pm**

FOR THE FOLLOWING PURPOSES:

- Police Officer Background Meeting
- Expecting approximately 200 Candidates
- Sign-in Begins at 4:45 pm
- 6 foot sign in table with 2 chairs in main entrance
- Podium with microphone in the cafeteria

Joan Chabot
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.

7/14 Sent copy to CAP

SCHOOL PERSONNEL USE ONLY

DATE: July 14, 2026

TO: SCHOOL BUSINESS OFFICE

FROM: Joan Chabot, Human Resources

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

NAME OF SCHOOL REQUESTED: **WENDELL CROSS SCHOOL**

☐ Auditorium/Theater Arts ☐ Gym ☒ Cafeteria ☒ Classrooms

DATES REQUESTED: Saturday, September 19, 2026

FROM: 7:00 **am** TO: 2:00 **pm**

FOR THE FOLLOWING PURPOSES:

- Promotional Police Lieutenant Exam
- Expecting approximately 19 candidates – Need 19 Classrooms
- Sign-in Begins at 8:00 am
- 6 foot sign in table with 2 chairs in main entrance
- Clear 19 teachers' desks
- Exam set-up on Friday, September 18, 2026 at 3:30 pm

Joan Chabot
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: 7/14/26

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Boatright

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ ~~Cafe~~/Rooms Atrium + 3

DATES REQUESTED: Aug. 20, 2026

FROM: 8:00 (am)/pm 12:30 pm TO: 12:30 am/(pm) 3:00 pm Atrium ✓ 3 classrooms ✓

FOR THE FOLLOWING PURPOSES:

PD for 60 School Counselors

R Hamm

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: 7/13/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Tracy Menzies SPED Dept

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

NAME OF SCHOOL REQUESTED: Crosby High School

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Aug 20th

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

FOR THE FOLLOWING PURPOSES:

District PD: we will need multiple rooms

Tracy Menzies
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: 7/16/26

TO: SCHOOL BUSINESS OFFICE

FROM: Hope Fenn
School Nursing Supervisor

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

NAME OF SCHOOL REQUESTED: North End Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ ~~Cafe~~/Rooms Library media Room

DATES REQUESTED: 8/19/26 and 8/20/26

FROM: 8:00 (am)/pm TO: 330 am/(pm)

FOR THE FOLLOWING PURPOSES:

Back to school professional development meeting days for nurses and Public health assistants

Hope Fenn
APPLICANT

Hope Fenn

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

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 6/8/26

TO: SCHOOL BUSINESS OFFICE

FROM: Ilene M. Morales, Magnet School Specialist

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ☒ Atrium (School)

DATES REQUESTED: August 19, 2026

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

FOR THE FOLLOWING PURPOSES:

New Student Orientation 2026-2027
(accepted students and families)
(tables, chairs, smart board, microphone, speaker)

Ilene M. Morales
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: 06/05/2026

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS - Caisse

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

✓ Apron Stage

DATES REQUESTED: 10/23 - 10/25

FROM: 7a m am/pm TO: 8 pm am/pm

FOR THE FOLLOWING PURPOSES:

24 Hour Musical

APPLICANT

M.A. Caisse

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.

400k

SCHOOL PERSONNEL USE ONLY

DATE: 04/03/2026

TO: SCHOOL BUSINESS OFFICE

FROM: Caisse

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms
/ Chorell Room / Large Dance

DATES REQUESTED: 02/28 - 11/22/2026
Monday - Saturday

FROM: 2 pm TO: 6 pm

FOR THE FOLLOWING PURPOSES:

Musical Rehearsals - Fall

APPLICANT

MR. Caisse

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

#12

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, July 23, 2026**
BOARD MEETING: **Thursday, July 23, 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:	
Tyler Wrenn Wren Community Events	Crosby Turf Field: Sunday, August 9, 2026 10am – 7pm (fundraiser for the 4 City of Waterbury high Schools) ($840.)
The Links, Inc. L. Young	WAMS library/resource rm.: Oct.,2026 – June, 2027 3rd Sat. .each month 8:30am – 12:30pm (Chapter meetings) ($2.000.)
NEST L. A. Villa	WAMS atrium, café, lib., 3 rms.: Sat., Oct.24th 7am – 5pm Greater Wtby. Housing Expo ($2.586.)
NEST L. A. Villa	W. Cross café: Thursday, Nov. 12th 5:00-7:30 pm (NEST quarterly meeting) ($147.)
Town Plot Sports D. Cronin	Duggan gym: Sat. & Sun. 9/12,26 – 3/14/27 8:30am – 1:00pm (basketball program)----------($11,088.)
CT. Focus T. Lott	Wilby gym: Aug. 10th – 14th Monday thru Friday 9:00am-5:00pm (Basketball camp) ($1.890.)
Wtby.Bridge to Success N. Graham	Reed gym: Aug. 10 – Sept. 2 Mon. & Tues. 2:30 – 5:30 pm (Leadership university basketball) ($1,176.) Clemente gym: Saturday, July 25th 10 am – 2pm (Pop Up Food Pantry) ($210.)

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

University of Bridgeport:	Wallace classrooms: 9/8/26 – 12/8/26 Mon.& Tues.
Dr. Jeffrey Vance/Dr. Kerry Jones	3:30 – 8:30 pm (graduate school of education classes)
Rivera Memorial Foundation	Duggan gym: July 1, 2026 – June 30, 2027 Mon-Fri.
J. Ocasio	4:00 – 9:00 PM ((after school sports programs)
Town Plot Sports	West Side gym: Wednesdays 10/2/26 – 3/10/27
D. Cronin	5:30 – 8:30 pm (basketball program)
Wtby. PAL	Reed parking lot: Friday, July 24th 2pm-9pm and
Sgt. Amatruda	Tuesday, Aug. 4th 5pm – 9pm (extra parking if needed)

MONEY COLLECTED TO DATE: **$ 30,423.00**

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 Tyler Wrenn NAME OF ORGANIZATION Wren Community Events

ADDRESS 109 Ridgeway Avenue, Waterbury, CT, 06708 TELEPHONE # 203-695-3077
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 8/9/2026 ROOM(S) Jimmy Lee Stadium Turf Field

OPENING TIME 10 AM CLOSING TIME 7 P M PURPOSE Fundraiser to raise money for the 4 public schools boys soccer teams

ADMISSION (if any) Donation-based (not required to enter) CHARGE TO BE DEVOTED TO All money raised goes to public school boys teams after accounting for event costs

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 225 CHILDREN 25

SIGNATURE OF APPLICANT [signature] DATE 6/12/2026

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

Tyler Wrenn 109 Ridgeway Avenue, Waterbury, CT, 06708 203-695-3077

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. [initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. (2) ($84.00)

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 of Building Permit)

APPLICANT/ORGANIZATION: Wren Community Events

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Jimmy Lee Stadium Turf Field

DATE(S): 8/9/2026 TIMES: 10 AM - 7 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

6/12/2026
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 840.00 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

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

CONTRACT# Waterbury (CT) Chapter

APPLICANT LoriBeth W. Young NAME OF ORGANIZATION Of The Links, Incorporated

ADDRESS PO Box 2776 Waterbury CT 06705 TELEPHONE # 203-592-5314
(street) (city) (state) (zip code)

SCHOOL REQUESTED WAMS DATES 3rd Saturdays - Please see Attached ROOM(S) Library / Resource Room

OPENING TIME 8:30 A CLOSING TIME 12:30 PURPOSE Chapter Meetings

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 0

SIGNATURE OF APPLICANT LBWYoung DATE 6/5/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
LoriBeth W Young 61 Crest St Wtby, CT 06708 / 203-592-5314

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. LBWY (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($1680.)

RENTAL FEES: $10/HR Room use ($320.)

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ 250.~ INSURANCE COVERAGE ____YES ____NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: Waterbury (CT) Chapter of The Links, Incorporated

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: WAMS Library

DATE(S): 10/17/26	TIMES: 830 12:30
DATE(S): 11/21/26	TIMES: 830 12:30
DATE(S): 1/16/27	TIMES: 830 12:30
DATE(S): 2/20/27	TIMES: 830 12:30
DATE(S): 3/20/27 5/15/27	TIMES: 830 12:30
DATE(S): 4/17/27 6/19/27	TIMES: 830 12:30

6/5/26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ 320.00	$ 1680.-	$
Building Usage Fees	Custodial Fees	Security Deposit

Total: 2000.-

BOARD USE ONLY

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

ATTEST _____
Clerk, Board of Education

Book

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

APPLICANT Laurie Ann Villa NAME OF ORGANIZATION NEST

ADDRESS 193 Grand Street, 3rd Fl Waterbury CT 06702 TELEPHONE # 203.350.9339
(street) (city) (state) (zip code)

SCHOOL REQUESTED WAMS DATES October 24, 2026 ROOM(S) Atrium, Cafeteria, Library, 3 Classrooms

OPENING TIME 7:00AM CLOSING TIME 5:00PM PURPOSE GW Housing Expo

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

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

SIGNATURE OF APPLICANT [signature] DATE 02.18.26

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

NEST 193 Grand Street, 3rd Fl Waterbury, CT 06702 Phone: 203.753.1896

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. LV (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. (3) ($1386.)

RENTAL FEES: Bldg ($1200.)

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: NEST

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

*ITEMS NEEDED:
- 60 - 75 folding tables**
- 120-150 chairs**
- 1 podium
- A speaker system with microphone

**PLEASE NOTE THAT THESE ARE APPROXIMATE TOTALS AND MAY CHANGE AS THE EVENT DRAWS NEAR

SCHOOL/ROOMS REQUESTED: WAMS / Atrium, Cafeteria, Librar y,3 Classrooms*

DATE(S): October 24, 2026 TIMES: 7:00AM - 5: 00PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

02.18.26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ 1,200.00 Building Usage Fees

$ 1386.00 Custodial Fees

$ _____ Security Deposit

Total $2,586.00

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 Laurie Ann Villa NAME OF ORGANIZATION NEST

ADDRESS 193 Grand Street, 3rd Fl Waterbury CT 06702 TELEPHONE # 203.350.9339
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wendell Cross School DATES November 12, 2026 ROOM(S) Cafeteria

OPENING TIME 5:00PM CLOSING TIME 7:30PM PURPOSE NEST Quarterly Meeting

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN ?

SIGNATURE OF APPLICANT [signature] DATE 02.12.26

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

NEST 193 Grand Street, 3rd Fl Waterbury, CT 06702 Phone: 203.753.1896

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. LV (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE (1) $147

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: NEST

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

*ITEMS NEEDED:
- 1 folding table
- 1 podium
- A speaker system with microphone
- A system for presentations (PowerPoint, etc.)
- Seating for 50 attendees

SCHOOL/ROOMS REQUESTED: Wendell Cross School / Cafeteria *

DATE(S): November 12, 2026 TIMES: 5:00PM - 7:30PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

02.18.26
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ 147.00	$ _____
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 DENNIS CRONIN NAME OF ORGANIZATION TOWN PLOT SPORTS

ADDRESS 4 HUNTINGDON PL WTBY CT 06708 TELEPHONE # 203-600-4700
(street) (city) (state) (zip code)

SCHOOL REQUESTED DUGGAN DATES SAT-SUN 9/2026-3/14/27 ROOM(S) GYMNASIUM

OPENING TIME 8:30AM CLOSING TIME 1:00 P.M. PURPOSE BASKETBALL

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OF APPLICANT Dennis Cronin DATE 7/9/26

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 ($11,098.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Sat & Sun,

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: TOWN PLOT SPORTS

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: DUBIAN / GYMNASIUM

DATE(S): SATURDAYS 9/2/26 - 3/13/27 TIMES: 8:30AM - 1:00PM ~~5544~~

DATE(S): SUNDAYS 9/13/26 - 3/14/27 TIMES: 8:30AM - 1:00PM ~~5544~~

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7/9/26
Date

Denis Cronin
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 11,088.00 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

Book

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

APPLICANT Terence Lott NAME OF ORGANIZATION CT Faces

ADDRESS 146 Tanglewood Road Waterbury CT 06708 TELEPHONE # 203-509-4759
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 8/10/26 - 8/14/26 ROOM(S) Gym

OPENING TIME 9am CLOSING TIME 5pm PURPOSE Basketball Camp

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 40

SIGNATURE OF APPLICANT Terence Lott DATE 6/22/26

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

Ronnie Scofield 203-598-2488, Terence Lott 203-509-4759

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HA service ($1,890.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

M - F
9 - 5

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

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

APPLICANT/ORGANIZATION: Terence Lott

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Wilbur

DATE(S): 8/10/26 - 8/14/26 TIMES: 9am - 5pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

6/22/26
Date

Terence Lott
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1,890 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 Nadia French-Graham NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect Street (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203-754-0040

SCHOOL REQUESTED Reed Elementary School DATES August 10th-September 2nd ROOM(S) Gym

OPENING TIME 2:30PM CLOSING TIME 5:30PM PURPOSE AI3 Leadership University Basketball

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO Waterbury Bridge to Success

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 60

SIGNATURE OFAPPLICANT [signature] DATE 6-19-26

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

Nadia French-Graham/83 Prospect Street Waterbury CT 475-837-3341 Terrance Fullmore/83 Prospect Street Waterbury CT 475-305-9256

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($1,176.)

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.

Monday & Tuesday

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

Aug 11th Not Available

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

APPLICANT/ORGANIZATION: Althea Marshal Brooks/Waterbury Bridge to Success

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Reed Elementary School/Gym

DATE(S): August 10th,2026-September 2nd, 2026 TIMES: 2:30-5:30PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7/8/26
Date

Althea Marshal Brooks
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 1176. 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 Nadia French-Graham NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect Street (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203-754-0040

SCHOOL REQUESTED Roberto Clemente DATES July 25th ROOM(S) Gym

OPENING TIME 10:00AM CLOSING TIME 2:00 pm PURPOSE Pop Up Food Pantry

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO Waterbury Bridge to Success

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 50

SIGNATURE OFAPPLICANT [signature] DATE 6-19-26

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

Althea Marshall Brooks/83 Prospect Street Waterbury, CT 203-754-0040

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 ($210.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Althea Marshall Brooks/Waterbury Bridge to Success

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Roberto Clemente/Gym

DATE(S): July 25th, 2026 TIMES: 10AM-2PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

7/8/26
Date

Althea Marshall Brooks
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 210.00 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

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 Dr Jeffrey Vance / Dr. Kerry Jones NAME OF ORGANIZATION University of Bridgeport

ADDRESS 126 Park Avenue (street) Bridgeport (city) CT (state) 06604 (zip code) TELEPHONE # 203-576-4163

SCHOOL REQUESTED Wallace DATES 9/6-12/8 Mon Tues ROOM(S) 2

OPENING TIME 3:30 pm CLOSING TIME 8:30 pm PURPOSE graduate school of education classes

ADMISSION (if any) — CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN —

SIGNATURE OFAPPLICANT Kerry L Jones DATE 4/17/26

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

Dr. Kerry Jones (Tues) 860-680-7878 Dr. April Clark (Mon) 919-356-8655

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. KJ (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).

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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

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 Jessica Ocasio NAME OF ORGANIZATION Rivera Memorial Foundation, Inc.

ADDRESS 186 Cherry Street, Waterbury, CT 06702 TELEPHONE # 475-235-3182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan DATES 7/01/26 -06/30/27 ROOM(S) Gym/Health Room

OPENING TIME 4:00pm CLOSING TIME 9:00pm PURPOSE Sports Programs

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 45

SIGNATURE OFAPPLICANT Jessica Ocasio DATE 6/26/26

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

Matt Ocasio, 475-235-318/203-509-9873, 186 Cherry Street, Waterbury, CT 06702

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. JO (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

Mon - Fri.

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

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

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

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

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

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

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

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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

Mock

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 DENNIS CRONIN NAME OF ORGANIZATION TOWN PLOT SPORTS

ADDRESS 4 HUNTINGDON PL WTBY CT 06708 TELEPHONE # 203-600-4700
(street) (city) (state) (zip code)

SCHOOL REQUESTED WESTSIDE DATES 10/4/26 - 3/10/27 WEDS ROOM(S) GYMNASIUM

OPENING TIME 5:30 CLOSING TIME 8:30 PURPOSE BASKETBALL

ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OF APPLICANT Dennis Cronin DATE 7/9/26

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. DC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

Wed.

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)

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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

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 Sgt. Christ Amatruda NAME OF ORGANIZATION Waterbury PAL

ADDRESS 64 Division St Waterbury CT 06704 TELEPHONE # 203-228-7361
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES 7/24/26 ROOM(S) Parking Lot

OPENING TIME 2pm CLOSING TIME 9pm PURPOSE Overflow of cars for event at PAL

ADMISSION (if any) None CHARGE TO BE DEVOTED TO No charge for event

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

SIGNATURE OFAPPLICANT [signature] DATE 7/15/26

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. [initials] (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).

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

Send 2 copies

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 Sgt. Chris Amstrong NAME OF ORGANIZATION Waterbury PAL

ADDRESS 64 Division A. Waterbury, CT 06704 TELEPHONE # 203-578-2361
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES 8/4/26 ROOM(S) Parking lot

OPENING TIME 5pm CLOSING TIME 9pm PURPOSE National Night Out event overflow parking

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

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

SIGNATURE OFAPPLICANT [signature] DATE 7/15/26

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. [initials] (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.

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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



COMMUNICATIONS



June 17, 2026 through
July 21, 2026, 2026

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 9, 2026

Kejaana Gibbs
149 Cooke St., Apt. 5
Waterbury, CT 06710

Dear Ms. Gibbs:

This is to inform you that your request for a voluntary demotion to a Food Service Worker (Req. #20260401) in the Department of Education – Food Service has been approved. Your rate of pay in this new assignment will be $18.63 per hour.

Your official start date in this position was June 4, 2026.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Schwartz, Supt. of Schools
Adam Shaban, Director of Fd Serv
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 9, 2026

Francisco Ramso
92 Stiles St.
Waterbury, CT 06706

Dear Mr. Ramos:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260545) at $21.49 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be June 11, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, June 18, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Tracie Menzies, Asst Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

June 15, 2026

Mahalia Patterson
140 Fulkerson Dr., Unit 6B
Waterbury, CT 06708

Dear Ms. Patterson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260625) at $21.49 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 18, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 18, 2026 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 17, 2026

Rebecca Gonzalez
526 Woodtick Rd.
Waterbury, CT 06705

Dear Ms. Gonzalez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Chief Operating Officer (Req. #20260508) at $190,000.00 per year. Please contact Dr. Darren Schwartz, Superintendent of Schools at (203) 574-8000 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be July 13, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, July 16, 2026 at 9:00 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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

Please call us prior to the orientation session if you should have any questions regarding the process.
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Again, welcome to the City of Waterbury.

Sincerely,
Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt of Schools
Juan Mendoza, Deputy Supt.
Doreen Biolo, Chief Financial Officer
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 23, 2026

Doni Morgan
35 Newport Dr.
Waterbury, CT 06705

Dear Ms. Morgan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20260678) at $21.49 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be July 6, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, August 13, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Tracie Menzies, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

June 23, 2026

David Pagan, Jr.
15 Elmview Circle, Apt. 2
Waterbury, CT 06708

Dear Mr. Pagan, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20260290) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be July 6, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, August 13, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Tracie Menzies, Director of Pupil Serv.
file

CABE Connecticut Association of Boards of Education

PRESENTS

POLICY HIGHLIGHTS

June 24, 2026

Preventing Youth Suicide

In her recent update to superintendents, Connecticut Commissioner of Education Russell-Tucker provided information for families and caregivers about preventing youth suicides during the summer break. In her memo, she stated that, due to the sensitive nature of this topic, she wanted to share this important information. As noted in the memo, this information was previously shared with school staff and community partners. Please feel free to share it as you are able. If you have questions or want more information, please contact Kate Bohannan, CSDE School Mental Health Consultant, at Kate.Bohannan@ct.gov.

Commissioner Russell-Tucker's memo follows:

During the 2025-26 school year, there have been 13 confirmed student suicides. While sobering, this number also does not capture the full picture. In the 2025 Connecticut School Health Survey (i.e., Youth Risk Behavior Survey), of the 2,823 high school students who completed the survey, 12 percent (N = 338) reported that they seriously considered attempting suicide, and 5.7 percent (N =160) reported that they had actually attempted suicide within the last twelve months. Additionally, only 21.7 percent (N = 612) reported receiving the kind of help they needed most of the time or always when feeling sad, empty, hopeless, angry, or anxious.

While many students and families are excitedly planning for the summer break, this can also be a difficult and lonely time. During the summer of 2024, nine youth died by suicide from mid-June through the end of August. These spikes can be unpredictable, but connection to family, community, and support is a proven protective factor. With this in mind, the Connecticut State Department of Education (CSDE), in partnership with the Department of Children and Families (DCF), created the attached Connection is Key flyers for families, available in English (Connection is Key), Spanish (Connection is Key), and Portuguese (Connection is Key). These flyers have been shared with school staff, including school counselors, social workers, psychologists, directors of special education, and nurses, as well as with CSDE's many youth- and family-serving community partners, summer meals sponsors, and grantee organizations. Given the importance of this concerning risk facing our youth, we wanted to share this information with you as well.

Additionally, as part of the 2024 *Virtual House Call Series: Supporting Your Child's Health and Well-being During the School Year,* the CSDE hosted a panel of experts to discuss warning signs, tips for caregivers on how to talk with adolescents about their mental health and well-being, and where families can seek additional support.

For your reference, CABE's Model Policy on Suicide Prevention & Intervention 5141.5 is available through this link.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

June 29, 2026

Isamel Bodden
184 Warner St., Unit C
Waterbury, CT 06704
boddenisamel@gmail.com

Dear Mr. Bodden:

Your name is being certified to the Department of Education for the position of Accountant II (Req. #2022974) at $29.84 per hour.

Your official start date in this position will be July 9, 2026.

Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
nwest@waterburyct.org

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Insp.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 30, 2026

Georgina Lopes
35 Keron Dr.
Shelton, CT 06484

Dear Mr. Lopes:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20260352) at $19.53 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be July 6, 2026 at your regular scheduled time.

We have scheduled your orientation for Thursday, August 13, 2026 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Tracie Menzies, Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 7, 2026

Thomas Bell, IV
838 Cooke St.
Waterbury, CT 06710
Tbell4@sbcglobal.net

Dear Mr. Bell, IV:

Your name is being certified to the Department of Education- School Business Office for the position of Department Accounting Manager – School Business Office (Req. #20260427) at $112,000.00 per year.

Your official start date is July 9, 2026.

We have scheduled your orientation for Thursday, July 16, 2026 at 9:15 a.m. in the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City.

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

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

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

Sincerely,

Nicholle West

Nicholl West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr Schwartz, Supt. of Schools
Doreen Biolo, CFO
Juan Mendoza, Deputy Supt.
file